

Company no. 08212986

PARENTPAY (HOLDINGS) LIMITED
PRIVATE COMPANY LIMITED BY SHARES

SATURDAY



A09 *AC6VNPJ* 01/07/2023 #5
COMPANIES HOUSE

SHAREHOLDERS' WRITTEN RESOLUTION
CIRCULATED ON 16 JUNE 2023
PURSUANT TO CHAPTER 2
OF PART 13 OF THE COMPANIES ACT 2006

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that resolution 1 below be passed as an ordinary resolution and that resolutions 2 and 3 below be passed as special resolutions:

ORDINARY RESOLUTION

1. **THAT**, subject to the passing of resolution 3. the directors be generally and unconditionally authorised to exercise all powers of the Company to allot up to an aggregate nominal amount of (a) £4.58706 comprising 458,706 K ordinary shares of £0.00001 each in the capital of the Company, (b) £0.09429 comprising 9,429 G ordinary shares of £0.00001 each in the capital of the Company and (c) £0.0015 comprising 150 I ordinary shares of £0.00001 each in the capital of the Company This authority shall expire (unless previously varied as to duration, revoked or renewed by the Company in general meeting) on the date being five years from the date these written resolutions have passed, except that the Company may before such expiry make any offer or agreement which would or might require shares to be allotted or such rights to be granted after such expiry and the directors may allot shares or grant such rights in pursuance of such offer or agreement as if the authority conferred by this resolution had not expired. This authority shall be in addition to all existing authorities to allot to the extent unused.

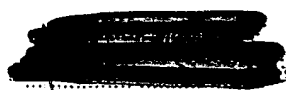
SPECIAL RESOLUTIONS

2. **THAT**, subject to the passing of resolution 3. the directors be empowered pursuant to section 570 of the Companies Act 2006 to allot equity securities (as defined in section 560 of that Act) for cash pursuant to the general authority conferred on them by resolution 1 as if section 561 of that Act and any rights of pre-emption (however expressed) contained in the New Articles did not apply to any such allotment or sale. This authority shall expire, unless previously revoked or renewed by the Company in general meeting on the date being five years from the date these written resolutions have passed except that the Company may before such expiry make any offer or agreement which would or might require equity securities to be allotted after such expiry and the directors may allot equity securities in pursuance of such an offer or agreement as if the power conferred by this resolution had not expired.
3. **THAT**, the articles of association in the form attached to these resolutions (the "New Articles") be adopted as the new articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company.

4. **THAT** the Company be authorised to enter into an agreement with David Burgess for the purchase by the Company from David Burgess of 194 D ordinary shares of £0.01 each in the capital of the Company (the "D Shares") for a total consideration of £1.00 in the form of the agreement a copy of which is attached to these resolutions, and that the Company be authorised to repurchase the D Shares on the terms of that agreement and to register the transfer and cancellation of those D Shares.
5. **THAT** the Company be authorised to enter into an agreement with Matthew Jones for the purchase by the Company from Matthew Jones of 86 F ordinary shares of £0.01 each in the capital of the Company (the "F Shares") for a total consideration of £2,672.88 in the form of the agreement a copy of which is attached to these resolutions, and that the Company be authorised to repurchase the F Shares on the terms of that agreement and to register the transfer and cancellation of those F Shares.
6. **THAT** the Company be authorised to enter into an agreement with Matthew Jones for the purchase by the Company from Matthew Jones of 1,434 G ordinary shares of £0.00001 each in the capital of the Company (the "G Shares") for a total consideration of £3,326.88 in the form of the agreement a copy of which is attached to these resolutions, and that the Company be authorised to repurchase the G Shares on the terms of that agreement and to register the transfer and cancellation of those G Shares.

Please read the explanatory notes at the end of this document before signifying your agreement to the resolutions.

We, the undersigned, were at the time the resolutions were circulated entitled to vote on the resolutions and irrevocably agree to the resolutions.


EIRION NEUBAUER

Dated: 16/6 2023


CLINT WILSON

Dated: 19/6 2023

.....
PENELOPE WRIGHT

Dated: 2023

.....
JESSICA LILLY NEUBAUER

Dated: 2023



4. **THAT** the Company be authorised to enter into an agreement with David Burgess for the purchase by the Company from David Burgess of 194 D ordinary shares of £0.01 each in the capital of the Company (the "**D Shares**") for a total consideration of £1.00 in the form of the agreement a copy of which is attached to these resolutions, and that the Company be authorised to repurchase the D Shares on the terms of that agreement and to register the transfer and cancellation of those D Shares.
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6. **THAT** the Company be authorised to enter into an agreement with Matthew Jones for the purchase by the Company from Matthew Jones of 1,434 G ordinary shares of £0.00001 each in the capital of the Company (the "**G Shares**") for a total consideration of £3,326.88 in the form of the agreement a copy of which is attached to these resolutions, and that the Company be authorised to repurchase the G Shares on the terms of that agreement and to register the transfer and cancellation of those G Shares.

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EIRION NEUBAUER

Dated: 2023

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CLINT WILSON

Dated: 2023


PENELOPE WRIGHT

Dated: 16/6 2023

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JESSICA LILLY NEUBAUER


Dated: 2023

.....
MATTHEW NEUBAUER

Dated: 2023

.....
WILLIAM NEUBAUER

Dated: 2023



Dated: 16/6 2023

for and on behalf of **MUCH PROFIT LIMITED**

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SONIA HALEY

Dated: 2023

.....
for and on behalf of **TIGER TOPCO LIMITED**

Dated: 2023

.....
MATTHEW NEUBAUER

Dated: 2023

.....
WILLIAM NEUBAUER

Dated: 2023

.....
for and on behalf of **MUCH PROFIT LIMITED**

Dated: 2023

.....
SONIA HALEY

Dated: 2023



.....
Sami Khan

Dated: 16/06/2023

for and on behalf of **TIGER TOPCO LIMITED**

EXPLANATORY NOTES FOR SHAREHOLDERS:

1. If you agree to the resolutions, please signify your agreement by signing and dating this document where indicated above and returning it to the Company by using one of the following methods:
 - **BY HAND:** by delivering the signed copy to ParentPay (Holdings) Ltd at 11 Kingsley Lodge, 13 New Cavendish Street, London, W1G 9UG
 - **BY POST:** by returning the signed copy by post to ParentPay (Holdings) Ltd at 11 Kingsley Lodge, 13 New Cavendish Street, London, W1G 9UG
 - **BY E-MAIL:** by attaching a scanned copy of the signed document to an e-mail and sending it to Simon.Morgan@cms-cmno.com

If you do not agree to the above resolutions, you do not need to do anything.

2. Once you have signified your agreement to the resolutions, you may not revoke your agreement.
3. Unless, by the end of the period of 28 days beginning with the circulation date sufficient agreement has been received by the Company for the resolutions to pass, it will lapse. If you agree to the resolutions, please ensure that signification of your agreement reaches us before or on this date.
4. Sufficient agreement will have been reached to pass an ordinary resolution if eligible members (i.e. members who were entitled to vote at the time the resolution was circulated) representing a simple majority of the total voting rights of eligible members signify their agreement to it. Sufficient agreement will have been reached to pass a special resolution if eligible members representing not less than 75% of the total voting rights of eligible members signify their agreement to it. If you hold shares in the Company on behalf of more than one person and wish to agree to the resolutions (or any of them) in respect of some but not all of the shares, it is important that, when signifying your agreement, you also state in writing the number of shares in respect of which you are signifying your agreement.
5. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
6. If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document.

DATE

2023

PARTIES

- (1) [Name of selling shareholder] of [address] (the “Seller”); and
- (2) **PARENTPAY (HOLDINGS) LTD** (incorporated and registered in England and Wales under Company Registration Number 08212986) whose registered office is at 11 Kingsley Lodge, 13 New Cavendish Street, London W1G 9UG (the “Company”).

BACKGROUND

- (A) The Seller is the registered and beneficial holder of [shares to be specified] in the capital of the Company and has agreed to sell to the Company those shares (the “Sale Shares”).
- (B) Pursuant to:
 - (i) the powers conferred under the Act;
 - (ii) the provisions of the articles of association of the Company; and
 - (iii) a resolution of the shareholders of the Company to be passed on or following the date of this Agreement authorising the purchase of the Sale Shares in accordance with the provisions of this Agreement,

it is proposed that the Company shall purchase the Sale Shares from the Seller for cancellation on the terms of this Agreement.

IT IS AGREED AS FOLLOWS:

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1. DEFINITIONS

- 1.1 The following definitions apply in this Agreement:

“Act” means the Companies Act 2006;

“Business Day” means a day other than Saturday, Sunday or a day on which banks are authorised to close in London for non-automated banking business;

“Business Hours” means the hours of 9 a.m. to 5 p.m. on a Business Day;

“Completion” means completion of the purchase of the Sales Shares in accordance with the provisions of this Agreement; and

“Condition” means the condition set out in clause 2.1.

2. INTERPRETATION

- 2.1 In this Agreement, unless the context requires otherwise:

- 2.1.1 use of the singular includes the plural and vice versa, and use of any gender includes the other genders;

- 2.1.2 any reference to the parties or a recital or clause is to the parties to or the relevant recital or clause of this agreement; and

- 2.1.3 a reference to any provision of the Act shall, in relation to an entity other than a company (within the meaning of section 1 of that Act), include a reference to that provision as applied by legislation to such entity.
- 2.2 The table of contents and the clause headings are included for convenience only and shall not affect the interpretation of this agreement
- 2.3 This agreement shall be binding on and operate for the benefit of the personal representatives, successors and permitted assignees of the parties and references in this agreement to the parties shall be construed accordingly.
- 2.4 In this agreement, the words “other”, “including”, “includes”, “include”, “in particular” and any similar words shall not limit the general effect of words that precede or follow them and the *ejusdem generis* rule shall not apply.
- 2.5 For the purposes of any notices, consents, agreements, waivers and other documents or communications required to be given or made under this agreement, “writing” and “written” shall not include email.
- 3. CONDITION**
- 3.1 The parties’ obligations under this Agreement are conditional upon (to the extent such resolution has not been passed prior to the date of this Agreement) the passing of a resolution of the shareholders of the Company approving the purchase by the Company of the Sale Shares on the terms of this Agreement.
- 3.2 If the Condition is not satisfied on or before 31 December 2023, the provision of this Agreement shall lapse and cease to be effective.
- 4. SALE AND PURCHASE OF SALE SHARES**
- 4.1 Subject to satisfaction or (where permitted) waiver of the Condition in accordance with the provisions of clause 2 the Seller agrees to sell the Sale Shares with full title guarantee for an aggregate consideration of £[●] and the Company agrees to purchase them and to pay such consideration to the Seller.
- 4.2 The Seller warrants that there are and on Completion will be no liens, charges or other encumbrances over or in respect of the Sale Shares.
- 4.3 The Seller covenants that:
- 4.3.1 he has and will continue to have the right to sell the Sale Shares on the terms of this Agreement;
- 4.3.2 the Sale Shares will be sold with all rights attaching to them at Completion;
- 4.3.3 full legal and beneficial ownership of the Sale Shares will be transferred to the Company in accordance with this clause 4; and
- 4.3.4 pending Completion or lapsing of this Agreement, the Seller will not dispose of any interest in the Sale Shares.
- 5. COMPLETION**
- 5.1 Completion of the sale and purchase of the Sale Shares shall take place immediately following satisfaction or (where permitted) waiver of the Conditions in accordance with the provisions of

clause 2 at the offices of CMS Cameron McKenna Nabarro Olswang LLP, Cannon Place, 78 Cannon Street, London EC4N 6AF or at such other place as the Company may specify.

5.2 At Completion the Seller shall deliver to the Company (i) a share transfer form in respect of the Sale Shares in favour of the Company, duly signed by the Seller and (ii) share certificates in respect of the Sale Shares or an indemnity in such form as the Company may require (if at all) if such share certificates are lost.

5.3 At or prior to Completion:

5.3.1 the Company shall ensure that a board meeting is held at which:

- (a) it is resolved that upon receipt of the share transfer form the Sale Shares shall be cancelled in accordance with section 706 of the Act; and
- (b) any director is instructed to file with the Registrar of Companies Forms SH03 and SH06 in respect of the purchase of the Shares and to ensure that all other relevant resolutions and returns are filed with the Registrar of Companies within the relevant time limits; and

5.3.2 the Company shall satisfy its obligation to pay the consideration due in respect of the purchase of the Sale Shares by payment of the sum of £[●] to the Seller by the issue of a cheque to the Seller for that sum.

5.4 The Seller hereby appoints any director of the Company as his attorney and/or agent for the purpose of executing any document which the Seller is required to deliver to the Company on Completion and this appointment, which is given by way of security for the Seller's obligations under this agreement, shall be irrevocable in accordance with the provisions of section 4 of the Power of Attorney Act 1971.

6. SEVERANCE

6.1 Each of the provisions of this Agreement is distinct and severable from the others. If at any time one or more of those provisions is or becomes invalid, unlawful or unenforceable (whether wholly or partly), the validity, lawfulness and enforceability of the remaining provisions (or the same provision to any other extent) will not be affected or impaired in any way.

6.2 The parties may agree to amend this Agreement in order to ensure its terms are valid, lawful and enforceable.

7. THIRD PARTY RIGHTS

7.1 Except as expressly stated in this Agreement, a person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

7.2 Except as expressly granted in this Agreement, the parties' rights to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not a party.

8. FURTHER ASSURANCE

8.1 The Seller agrees that, on being requested in writing by the Company to do so, he shall, at the Company's expense, immediately execute and sign all such deeds and documents and do all such things as may be reasonably necessary in order to give effect to the terms of this Agreement.

9. ASSIGNMENT

- 9.1 No party may assign, grant any security interest over, or otherwise deal in or dispose of any rights under or the benefit of this Agreement, including by way of declaration of trust.

10. NO MERGER

- 10.1 The provisions of this Agreement, including all covenants, indemnities and undertakings contained in this Agreement, shall remain in full force and effect notwithstanding its completion.

11. COUNTERPARTS

- 11.1 This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until each of the parties has executed at least one counterpart.

12. ENTIRE AGREEMENT

- 12.1 This Agreement and the documents referred to in it together constitute the entire agreement and understanding of the parties relating to the transactions contemplated by this Agreement and those documents, and supersede any previous drafts, agreements, understandings or arrangements between any of the parties relating to the subject matter of this Agreement and those documents, which shall cease to have any further effect.
- 12.2 Nothing in this Agreement shall limit or exclude the liability of any party for the fraud of that party or arising out of the fraud of any of its directors, employees, officers, agents or advisers.

13. GOVERNING LAW AND JURISDICTION

- 13.1 The validity, construction and performance of this Agreement and any claim, dispute or matter (whether contractual or non-contractual) arising under or in connection with this Agreement or its enforceability shall be governed by and construed in accordance with the laws of England and Wales.
- 13.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim, dispute or matter arising under or in connection with this Agreement or its enforceability or the legal relationships established by this Agreement (including non-contractual disputes or claims) and waives any objection to proceedings being brought in such courts or on the grounds that proceedings have been brought in an inconvenient forum.
- 13.3 Nothing in this Agreement shall affect the right to serve process in any manner permitted by law.

AS WITNESS the signatures of the parties or their duly authorised representatives on the date first above written.

Signed as a deed by)
.....)
Director, for and on behalf of)
PARENTPAY (HOLDINGS) LTD) Director
in the presence of:)

Name of witness:
(in BLOCK CAPITALS)

Signature of witness:

Address:

.....

Occupation:

Signed as a deed by)
[*name of selling shareholder*])
in the presence of:)

Name of witness:

Signature of witness:

Address:

.....

Occupation: