

Company number 08367118

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

The Business Plan Shop Ltd (**Company**)

2022

Pursuant to chapter 2 of part 13 of the Companies Act 2006, the sole director of the Company proposes that the resolution below is passed as a special resolution (**Resolution**):

**AMENDING MODEL ARTICLES OF ASSOCIATION**

That the model articles of association of the Company be amended by the inclusion of the following new articles 26.6(a) and 26.6(b):

**Insert the following new definitions in clause 1.**

**Acting in Concert:** has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time).

**Controlling Interest:** means an interest in shares giving to the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010.

**26(a). TAG ALONG RIGHTS ON A CHANGE OF CONTROL**

26(a).1 The provisions of article 26(a).1 to article 26(a).6 shall apply if, in one or a series of related transactions, one or more Sellers propose to transfer any of the Shares (**Proposed Transfer**) which would, if carried out, result in any person (**Buyer**), and any person Acting in Concert with the Buyer, acquiring a Controlling Interest in the Company.

26(a).2 Before making a Proposed Transfer, a Seller shall procure that the Buyer makes an offer (**Offer**) to:

- (a) the other Shareholders to purchase all of the Shares held by them;

for a consideration in cash per Share that is at least equal to the highest price per Share offered or paid by the Buyer, or any person Acting in Concert with the Buyer, in the Proposed Transfer or in any related previous transaction in the 12 months preceding the date of the Proposed Transfer (**Specified Price**).

26(a).3 The Offer shall be made by written notice (**Offer Notice**), at least 10 Business Days before the proposed sale date (**Sale Date**). To the extent not described in any accompanying documents, the Offer Notice shall set out:

- (a) the identity of the Buyer;
- (b) the Specified Price and other terms and conditions of payment;

- (c) the Sale Date; and
- (d) the number of Shares proposed to be purchased by the Buyer (**Offer Shares**).

26(a).4 If the Buyer fails to make the Offer to all of the holders of Shares in the Company in accordance with article 26(a).2 and article 26(a).3, the Seller shall not be entitled to complete the Proposed Transfer and the Company shall not register any transfer of Shares effected in accordance with the Proposed Transfer.

26(a).5 If the Offer is accepted by any Shareholder (**Accepting Shareholder**) in writing within 5 Business Days of receipt of the Offer Notice, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held Acceptable Shareholders.

26(a).6 The Proposed Transfer is subject to any pre-emption provisions otherwise contained in these articles, but the purchase of Offer Shares from Accepting Shareholders shall not be subject to those provisions.

## **26 (b) DRAG ALONG**

26(b).1 If the holder of 50% of the Shares in issue for the time being (**Selling Shareholders**) wish to transfer all (but not some only) of their Shares (**Sellers' Shares**) to a bona fide purchaser on arm's length terms (**Proposed Buyer**), the Selling Shareholders may require all other Shareholders (**Called Shareholders**) to sell and transfer all of their shares (**Called Shares**) to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this article (**Drag Along Option**).

26(b).2 The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect to the Called Shareholders (**Drag Along Notice**) at any time before the transfer of the Sellers' Shares to the Proposed Buyer. The Drag Along Notice shall specify:

- (a) that the Called Shareholders are required to transfer all their Called Shares pursuant to this article 26(b).2;
- (b) the person to whom the Called Shares are to be transferred;
- (c) the purchase price payable for the Called Shares which shall, for each Called Share, be an amount at least equal to the price per share offered by the Proposed Buyer for the Sellers' Shares; and
- (d) the proposed date of the transfer.

26(b).3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not sold the Sellers' Shares to the Proposed Buyer within 10 Business Days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

26(b).4 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this article 26(b).

26(b).5 Completion of the sale of the Called Shares shall take place on the Completion Date. Completion Date means the date proposed for completion of the sale of the Sellers' Shares unless:

- (a) all of the Called Shareholders and the Selling Shareholders agree otherwise in which case the Completion Date shall be the date agreed in writing by all of the Called Shareholders and the Selling Shareholders; or
- (b) that date is less than 5 Business Days after the date on which the Drag Along Notice is served, in which case the Completion Date shall be the 10<sup>th</sup> Business Day after service of the Drag Along Notice.

26(b).6 The proposed sale of the Sellers' Shares by the Selling Shareholders to the Proposed Buyer is subject to any rights of pre-emption otherwise contained in these articles, but the sale of the Called Shares by the Called Shareholders shall not be subject to those provisions.

26(b).7 On or before the Completion Date, the Called Shareholders shall execute and deliver stock transfer forms for the Called Shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the Company. On the Completion Date, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts due pursuant to article 26(b).2 to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders in trust for the Called Shareholders without any obligation to pay interest.

26(b).8 To the extent that the Proposed Buyer has not, on the Completion Date, put the Company in funds to pay the purchase price due in respect of the Called Shares, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificates (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this article 26(b) in respect of their Shares.

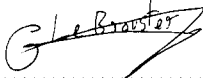
26(b).9 If any Called Shareholder does not, on or before the Completion Date, execute and deliver (in accordance with article 26(b).7) transfer(s) in respect of all of the Called Shares held by it, each defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be its agent to execute all necessary transfer(s) on its behalf, against receipt by the Company (on trust for such holder) of the purchase price payable for the Called Shares, and to deliver such transfer(s) to the Proposed Buyer (or as it may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder of the Called Shares, the validity of such proceedings shall not be questioned by any person. Failure to produce a share certificate shall not impede the registration of shares under this article 26(b).9.

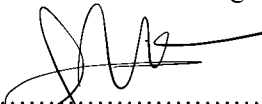
## **Agreement**

Please read the notes at the end of this document before signing your agreement to the Resolution.

We, being the eligible members of the Company, hereby signify our irrevocable agreement to the Resolution.

The Members:

.....  
  
Guillaume Jerome Jean Georges Le Brouster  
03/04/2022  
.....  
Date

.....  
  
Alexandre Clement Meyer  
09/04/2022  
.....  
Date

.....  
Papa Sadio Wade  
.....  
Date

.....  
Guillaume Camus  
.....  
Date

.....  
For and on behalf of:  
Harvest Capital SAS  
.....  
Date

Name of signatory: Edouard Risso

**Notes:**

1. If you agree to the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it using one of the following methods:
  - 1.1 **By hand** – delivering the signed copy to:  
**The Company's office address:** 94B Wallis Road, London, England, E9 5LN
  - 1.2 **By post** – returning the signed copy post to:  
**The Company's office address:** 94B Wallis Road, London, England, E9 5LN
2. If you do not agree to the Resolution, you do not need to do anything. You will be deemed not to agree if you fail to reply.
3. Once you have indicated your agreement to the Resolution, you may not revoke your agreement.
4. Unless, by the end of the period of 28 days beginning on the Circulation Date (**Lapse Date**), sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that you return this document (as set out above) on or before the Lapse Date.

5. 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.
6. A written resolution is passed as an **ordinary resolution** if it is passed by members representing a simple majority of the total voting rights of **eligible members**. A written resolution is passed as a **special resolution** if it is passed by members representing not less than 75% of the total voting rights of eligible members. In relation to a resolution proposed as a written resolution, the **eligible members** are the members who would have been entitled to vote on the resolution on the Circulation Date.