

Company Number: 09272320

**THE COMPANIES ACT 2006**  
**COMPANY LIMITED BY SHARES**  
**SPECIAL WRITTEN RESOLUTIONS OF THE SHAREHOLDER OF**  
**ADVISERPLUS HOLDINGS LIMITED**  
 (the “Company”)

Circulation Date: 7 May 2021

Unless otherwise defined herein, capitalised words shall have the meaning given to them in the Senior Facilities Agreement (as defined below).

Reference is made to:

- the senior facilities agreement to be entered into between, amongst others, the Company as borrower and guarantor, and Investec Bank plc as agent and security agent (the “Agent” and the “Security Agent”) (the “Senior Facilities Agreement”);
- the intercreditor agreement to be entered into between, amongst others, the Company and Investec Bank plc as agent, lender, hedge counterparty and security agent (the “Intercreditor Agreement”);
- the English law governed debenture to be entered into by the Company in favour of the Security Agent pursuant to which the Company will, subject to certain limitations contained therein, grant fixed and floating security over its assets and undertaking in favour of the Security Agent; and
- the other Finance Documents to which the Company is to be a party;

together the “Documents”, copies of which have been received by the undersigned.

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 the undersigned, being the holder(s) of the entire issued share capital of the Company and who, at the date of these resolutions, would be the only member(s) entitled to attend and vote at a general meeting of the Company declare that the following resolutions shall have effect as a special resolution as if passed by the Company in a general meeting duly convened and held:

1. That the articles of association of the Company be amended by deleting Articles 5, 6.1, 6.2, 6.3, 6.5, 9, 15, 21.2 and 21.6 and inserting the following wording into Article 6:

“6.4 Notwithstanding anything in these Articles, the directors shall neither decline to register any transfer of shares nor suspend the registration of any transfer of shares where that transfer is:

6.4.1 in favour of a Secured Party (as defined below);

6.4.2 delivered to the Company for registration in order to perfect a Secured Party’s interest over the shares; or

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6.4.3 executed pursuant to any power of sale or otherwise under any security interest over those shares in favour of a Secured Party.

6.5 Notwithstanding anything to the contrary in these Articles, no person who transfers or proposes to transfer any shares in any of the circumstances described in Article 6 is required to offer those shares to any shareholder from time to time of the Company, and no shareholder shall have any right under these Articles or otherwise to require that these shares be transferred to them (whether for consideration or not).

6.6 For the purposes of this Article 6, "**Secured Party**" means any bank, fund or financial institution, other entity or other person (or a person acting as agent or security trustee for such person) to which a security interest has been granted over any shares, or any nominee, receiver or other entity acting on its behalf."

2. That the Documents and any and all other documents or agreements which in the discretion of the Company are or may be necessary or expedient in connection with the entry into the Documents are hereby approved.
3. That the terms of the transactions contemplated by each Document and the execution, delivery and performance or adoption by the Company (as applicable) of the Documents and of any related documentation, with such amendments, variations and modifications as any director of the Company may approve in his absolute discretion are hereby approved.
4. That having considered the terms of the Documents, it was concluded that the entry into the Documents to which the Company is a party and the giving of a guarantee and indemnity by the Company is in the best interests of the Company's business and the entry into by the Company of the proposed transactions substantially as set out in the Documents is to the commercial benefit and advantage of the Company.
5. That a director of the Company may have an interest by virtue of being a director or other officer of, or employed by, or otherwise interested (including by the holding of shares) in any Relevant Company, and no authorisation by the board of directors of the Company shall be required in respect of any such interest.

For the purposes of this resolution, "**Relevant Company**" shall mean:

- (a) the Company;
- (b) any subsidiary undertaking of the Company;
- (c) any parent undertaking of the Company or a subsidiary undertaking of any such parent undertaking;
- (d) any body corporate promoted by the Company; or
- (e) any body corporate in which the Company is otherwise directly or indirectly interested,

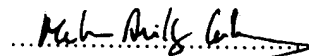
and "**subsidiary undertaking**" and "**parent undertaking**" shall be construed in accordance with sections 1161 and 1162 of the Companies Act 2006.

*[Intentionally left blank]*

## AGREEMENT

Please read the notes accompanying this document before you signify your agreement to the resolutions.

The undersigned being the eligible member(s) of the Company entitled to vote on the above resolutions hereby irrevocably agree(s) to those resolutions indicated above:

  
APlus Bidco Limited

Date: 7 May 2021

## NOTES

1. These resolutions have been sent to the eligible members who would have been entitled to vote on the resolutions on this date. Only the eligible members (or persons duly authorised on its behalf) should sign these resolutions.
2. You can choose to agree to all of the Resolutions or none of them but you cannot agree to only some of the resolutions. If you agree to all of the resolutions, please indicate your agreement by signing and dating this document as indicated and returning to the Company in hard copy or in electronic form.
3. If you do not agree to all of the resolutions you do not need to do anything; you will not be deemed to agree if you fail to reply.
4. Your agreement to the resolutions, once indicated, may not be revoked. If sufficient agreement has not been received by the date 28 days from the Circulation Date (as stated above) for the resolutions to pass then they will lapse. The agreement of a member to these resolutions is ineffective if signed after this date.
5. If you are signing this document on behalf of a member of the Company under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document.