



Registration of a Charge

Company name: **9 GROUP (HOLDINGS) LTD**

Company number: **13036600**



X9ZYDB88

Received for Electronic Filing: **10/03/2021**

Details of Charge

Date of creation: **03/03/2021**

Charge code: **1303 6600 0001**

Persons entitled: **ARES MANAGEMENT LIMITED (AS SECURITY AGENT FOR THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT)).**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT WHICH HAS BEEN SIGNED ELECTRONICALLY BY
THE PARTIES THERETO.**

Certified by:

DECHERT LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13036600

Charge code: 1303 6600 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd March 2021 and created by 9 GROUP (HOLDINGS) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th March 2021 .

Given at Companies House, Cardiff on 11th March 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Accession Deed

THIS ACCESSION DEED is made on 3 March 2021

BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 TO THIS DEED (each an "Acceding Company" and together the "Acceding Companies");
- (2) SOLO TOPCO LIMITED, a company incorporated in England and Wales with registered number 12075381 (the "Parent"); and
- (3) ARES MANAGEMENT LIMITED (as Security Agent for the Secured Parties (as defined below)) (the "Security Agent").

BACKGROUND

This Accession Deed is supplemental to:

- (a) a debenture dated 19 July 2019 and made between (1) the Chargors named in it and (2) the Security Agent (the "Original Debenture"); and
- (b) a confirmatory debenture dated 11 February 2021 and made between (1) the Chargors named in it and (2) the Security Agent (the "Confirmatory Debenture" and together with the Original Debenture, the "Debentures" and each a "Debenture").

IT IS AGREED:

2. DEFINITIONS AND INTERPRETATION

(a) Definitions

Terms defined in, or construed for the purposes of, each Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

(b) Construction

Clause 1.2 (*Interpretation*) of each Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

3. ACCESSION OF EACH ACCEDING COMPANY

(a) Accession

Each Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by each Debenture; and
- (ii) creates and grants at the date of this Accession Deed the charges, mortgages, assignments and other security which are stated to be created or granted by each Debenture,

as if it had been an original party to each Debenture as one of the Chargors.

(b) Covenant to pay

Without prejudice to the generality of Clause 3(a) (*Accession*), each Acceding Company (jointly and severally with the other Chargors), covenants in the terms set out in Clause 2 (*Covenant to pay*) of each Debenture.

(c) Charge and assignment

Without prejudice to the generality of Clause 3(a) (*Accession*), each Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in Clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of each Debenture including (without limiting the generality of the foregoing):

- (i) by way of first legal mortgage all the Material Property (if any) vested in or charged to each Acceding Company (including, without limitation, the property specified against its name in Part A of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));
- (ii) by way of first fixed charge:
 - (A) all the Material Property (if any) and all interests in Material Property not charged by Clause 3(c)(i);
 - (B) all licences to enter upon or use land and the benefit of all other agreements relating to land; and
 - (C) the proceeds of sale of all Material Property;
- (iii) by way of first fixed charge:
 - (A) all the Charged Securities (including, without limitation, those specified against its name in Part B of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), together with
 - (B) all Related Rights from time to time accruing to them;
- (iv) by way of first fixed charge each of its Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in Part C of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) and all monies at any time standing to the credit of such accounts;
- (v) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in Part D of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));
- (vi) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in Part E of Schedule 2 (*Details*

of Security Assets owned by the Acceding Companies) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;

- (vii) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in Part F of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all claims under the Insurances and all proceeds of the Insurances; and
- (viii) by way of first floating charge all of its present and future:
 - (A) assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to Clause 3 (*Grant of security*) or 4 (*Fixed security*) of each Debenture or this clause 3(c) or any other provision of this Accession Deed or any Debenture; and
 - (B) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

(d) Representations

Each Acceding Company makes the representations and warranties set out in this paragraph (d) to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

- (i) each Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified against its name in Schedule 2 (*Details of Security Assets owned by the Acceding Companies*);
- (ii) the Charged Securities listed in Part B of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) constitute the entire share capital owned by each Acceding Company in the relevant company and constitute the entire share capital of each such company; and
- (iii) Part A of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all freehold and leasehold Material Property which is beneficially owned by each Acceding Company at the date of this Accession Deed.

(e) Consent

Pursuant to Clause 23.3 (*Accession Deed*) of each Debenture, the Parent (as agent for itself and the existing Chargors):

- (i) consents to the accession of each Acceding Company to each Debenture on the terms of this Accession Deed; and
- (ii) agrees that each Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in each Debenture as a Chargor.

4. CONSTRUCTION OF DEBENTURES

This Accession Deed shall be read as one with each Debenture so that all references in each Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

5. THIRD PARTY RIGHTS

Save as expressly provided to the contrary in each Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

6. NOTICE DETAILS

Notice details for each Acceding Company are those identified with its name below.

7. COUNTERPARTS

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed.

8. GOVERNING LAW

This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

IN WITNESS of which this Accession Deed has been duly executed by each Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed by each Acceding Company and the Parent.

SCHEDULE 1

The Subsidiaries

Company name	Registered number
F2P (Group) Ltd	11466525
9 Group (Holdings) Ltd	13036600
9 Group (Partners) Ltd	12815214
9 Group (Retail) Ltd	11481413

SCHEDULE 2

Details of Security Assets owned by the Acceding Companies

Part A Material Property

Registered land				
Acceding Company	Address	Administrative Area		Title number
Unregistered land				
None at the date of this Deed.				
Acceding Company	Address	Document describing the Material Property		
		Date	Document	Parties
None at the date of this Deed.				

Part B Charged Securities

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
F2P (Group) Ltd	9 Group (Holdings) Ltd	Ordinary Shares	1	£1.00
9 Group (Holdings) Ltd	9 Group (Retail) Ltd	Ordinary Shares	1	£1.00
9 Group (Holdings) Ltd	9 Group (Partners) Ltd	Ordinary Shares	1	£1.00

Part C Charged Accounts

Collection Accounts				
Account Holder	Account Number	Sort code	Account Bank	Account bank branch address
9 Group (Retail) Ltd	██████968	30-90-28	Lloyds Bank plc	25 Gresham Street, London, EC2V 7HN
9 Group (Retail) Ltd	██████660	30-90-28	Lloyds Bank plc	25 Gresham Street, London, EC2V 7HN
9 Group (Partners) Ltd	██████068	30-90-28	Lloyds Bank plc	25 Gresham Street, London, EC2V 7HN
9 Group (Partners) Ltd	██████068	30-98-29	Lloyds Bank plc	25 Gresham Street, London, EC2V 7HN

Part D Intellectual Property

Part D1 - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
9 Group (Partners) Ltd	2599516	United Kingdom Registered	9, 16, 38 and 42	9 nine group (logo and text)
9 Group (Partners) Ltd	3186452	United Kingdom Registered	9, 16, 25, 38 and 42	FREE TO PERFORM (text)
9 Group (Partners) Ltd	2599520	United Kingdom Registered	9, 16, 38 and 42	Communication brought to life (text)
9 Group (Partners) Ltd	2599522	United Kingdom Registered	9, 16, 38 and 42	Train Guide Win (text)
9 Group (Partners) Ltd	2623261	United Kingdom Registered	9, 16, 38 and 42	THE NINEWAY (text)
9 Group (Partners) Ltd	2623262	United Kingdom Registered	9, 16, 38 and 42	NINEOLOGY (text)
9 Group (Partners) Ltd	2623264	United Kingdom Registered	9, 16, 38 and 42	NINE DRIVERS (text)

9 Group (Partners) Ltd	2623265	United Kingdom Registered	9, 16, 38 and 42	GOOD2GREAT (text)
9 Group (Partners) Ltd	3234947	United Kingdom Registered	9, 16, 35, 36, 38 and 42	9 (logo) FREE TO PERFORM (text)
9 Group (Partners) Ltd	3535370	United Kingdom Registered	9, 16, 38 and 42	9 free to perform (logo and text)
9 Group (Partners) Ltd	018003335	European Union application (application/pending)	9, 16, 25	FREE TO PERFORM (text)

Part D2 - Patents		
Proprietor/ADP number	Patent number	Description
None at the date of this Deed.		

Part E Material Contracts

Acceding Company	Date of Relevant Contract	Parties	Details of Relevant Contract
9 Group (Partners) Ltd	28 February 2021	9 Group Ltd 9 Group (Partners) Ltd James Palmer	Business Transfer Agreement
9 Group (Retail) Ltd	28 February 2021	9 Group Ltd 9 Group (Retail) Ltd James Palmer	Business Transfer Agreement
9 Group (Partners) Ltd	28 February 2021	9 Group Ltd	Transitional Service Agreement

Acceding Company	Date of Relevant Contract	Parties	Details of Relevant Contract
9 Group (Retail) Ltd		9 Group (Partners) Ltd 9 Group (Retail) Ltd	

Part F Insurances

Acceding Company	Insurer	Policy number
9 Group (Partners) Ltd	CNA Hardy	10420473
9 Group (Retail) Ltd	CNA Hardy	10420472

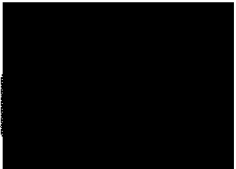
EXECUTION PAGES

THE ACCEDING COMPANIES

Executed as a deed, but not delivered until)
the first date specified on page 1, by)

F2P (GROUP) LTD acting by:)

Director

_____  _____

Director

_____  _____

Address: Onecom House, 4400 Parkway, Whiteley, Fareham, Hampshire, England, PO15 7FJ

Attention: Adam Fowler

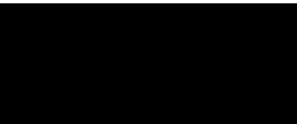
Executed as a deed, but not delivered until)
the first date specified on page 1, by)

9 GROUP (HOLDINGS) LTD acting by:)

Director

_____  _____

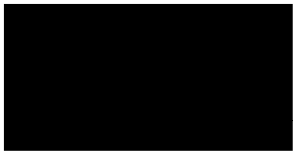
Director

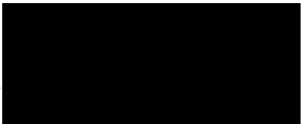
_____  _____

Address: Onecom House, 4400 Parkway, Whiteley, Fareham, Hampshire, England, PO15 7FJ
Attention: Adam Fowler

Executed as a deed, but not delivered until)
the first date specified on page 1, by)

9 GROUP (PARTNERS) LTD)
acting by:)

Director _____  _____

Director _____  _____

Address: Onecom House, 4400 Parkway, Whiteley, Fareham, Hampshire, England, PO15 7FJ
Attention: Adam Fowler

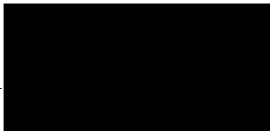
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the first date specified on page 1, by)

9 GROUP (RETAIL) LTD acting by:)

Director

_____  _____

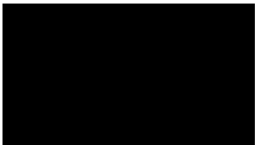
Director

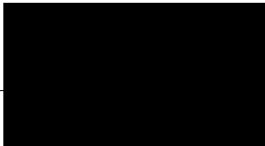
_____  _____

Address: Onecom House, 4400 Parkway, Whiteley, Fareham, Hampshire, England, PO15 7FJ
Attention: Adam Fowler

THE PARENT

Executed as a deed, but not delivered until the first)
date specified on page 1, by SOLO TOPCO)
LIMITED acting by two directors:)

Director _____


Director _____


Address: Onecom House, 4400 Parkway, Whiteley,
Fareham, Hampshire, England, PO15 7FJ

Attention: Adam Fowler

THE SECURITY AGENT

Signed by John Atherton for and on)
behalf of ARES MANAGEMENT)
LIMITED:)

Signature 

Address: C/O Tmf Group 8th Floor, 20 Farringdon Street, London EC4A 4AB

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE;

Telephone: +44 207 434 6414 / 6424

Fax: +44 207 464 6401

Email: OperationsLondon@aresmgmt.com

Attention: David Ribchester / Nishal Patel