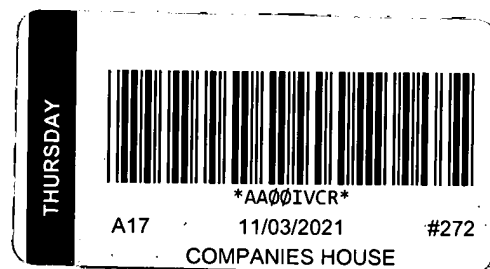


Registered Number: 13036600



**9 GROUP (HOLDINGS) LTD**

(the “Company”)

PRIVATE COMPANY LIMITED BY SHARES

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**SHAREHOLDER’S WRITTEN RESOLUTION CIRCULATED ON 1 March 2021  
PURSUANT TO CHAPTER 2 OF PART 13 OF THE COMPANIES ACT 2006**

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Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed as ordinary resolutions:

**ORDINARY RESOLUTIONS**

Unless otherwise defined, words and expressions defined Facilities Agreement (as defined below), shall bear the same meaning when used in these resolutions.

1. **THAT** the entry into, the terms of, the transactions contemplated by, and the execution by the Company of the following documents relating to the provision of banking facilities to the Group are confirmed as being in the best interests of, and would be for the corporate benefit of, the Company and be and are approved:
  - (a) an accession deed to be made between (1) the Parent, (2) the Company, (3) the Security Agent and (4) the Agent in respect of the Company’s accession to:
    - i. a senior term and revolving facilities agreement originally dated 19 July 2019 (as amended on 5 September 2019, as amended and restated on 5 August 2020, as amended and restated on 19 February 2021 and as further amended, novated, supplemented and/or restated from time to time prior to the date hereof) and entered into between (1) Solo Topco Limited as Parent (the “Parent”), (2) the entities listed in parts 1 and 3 of Schedule 1 thereto as Borrowers, (3) the entities listed in parts 2 and 4 of Schedule 1 thereto as Guarantors, (4) Ares Management Limited as mandated lead arranger (in such capacity, the “Arranger”), (5) the financial institutions listed in part 6 of Schedule 1 thereto as Lenders, (6) Ares Management Limited as agent of the other Finance Parties (in such capacity, the “Agent”), and (7) Ares Management Limited as security trustee for the Secured Parties (in such capacity, the “Security Agent”) (the “Facilities Agreement”); and
    - ii. an intercreditor agreement originally dated 19 July 2019 (as amended and restated on 5 August 2020 and as further amended, novated, supplemented and/or restated from time to time prior to the date hereof) and entered into between (1) the Agent, (2) the financial institutions listed in part 3 of Schedule 1 to it as Unitranche Lenders, (3) Ares Management Limited as Unitranche Arranger, (4) the entities listed in parts 4 and 7 of Schedule 1 to it as Unsecured Investors, (5) the entities listed in parts 4 and 7 of Schedule 1 to it as Secured Investors, (6) the Parent, (7) the companies listed in parts 1 and 5 of Schedule 1 to it as Intra-Group Lenders, (8) the companies listed in parts 2 and 6 of Schedule 1 to it as Debtors, (9) Lloyds Bank plc as the Super Senior Facility Lender, (10) LDC (Managers) Limited as the Loan Stock Security Agent and

(10) the Security Agent (each as defined therein) (the "**Intercreditor Agreement**");

- (b) an accession deed to be made between (1) the Company, (2) the Parent and (3) the Security Agent in respect of the Company's accession to:
    - i. a debenture dated 19 July 2019 and granted by the Original Chargors in favour of the Security Agent (each as defined therein) (and as acceded to by the entities listed in Part B of Schedule 1 on 19 July 2020 and the entity listed in Part C of Schedule 1 on 10 September 2020); and
    - ii. a confirmatory debenture dated 11 February 2021 and granted by the Original Chargors in favour of the Security Agent (each as defined therein);
  - (c) a certificate to be signed by a Director of the Company confirming and certifying certain matters set out therein; and
  - (d) any other agreement, deed, notice and/or letters in connection with the transactions contemplated by the documents in paragraph (a) to (c) (inclusive) and any other related documents to which the Company is a party,
- (together, the "**Documents**").
- 2. **THAT** any act done or document executed pursuant to this resolution shall be valid, effective and binding on the Company.
  - 3. **THAT** the directors of the Company be and are hereby instructed to procure the Company to enter into the Documents.
  - 4. **THAT** notwithstanding any provisions of the Company's articles of association or any personal interest of any of the Company's directors, any one of the directors of the Company, and in the case of any Document to be executed as a deed, any two authorised signatories (as defined in section 44(3) of the Companies Act 2006) or any one director in the presence of a witness who attests their signature, be and are hereby empowered, authorised and directed to complete, enter into, execute, deliver and perform the obligations set out in the Documents (in such manner and subject to such amendments, variations and modifications as the Company's directors, in their absolute discretion, think fit (such opinion being evidenced by the execution of such Document)).
  - 5. **THAT** the passing of a board resolution by the directors of the Company to approve the Documents and to authorise the entering into by the Documents be and is hereby approved.
  - 6. **THAT** these resolutions should have effect notwithstanding any provision of the Company's articles of association.
  - 7. **THAT** the Parent be appointed to act as Obligors' Agent in connection with the Finance Documents to which the Company is a party on behalf of the Company.

## SPECIAL RESOLUTION

Pursuant to Chapter 2 Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution be passed as a special resolution.

THAT the articles of association of the Company be amended by inserting the following as a new Article 26.6, a new Article 26.7, a new Article 26.8 and a new Article 26.9:

“26.6 Notwithstanding anything contained in these Articles any pre-emption rights conferred on existing members or any other person by these articles of association or otherwise and any other restrictions on the transfer of shares contained in these articles of association shall not apply where shares are being transferred by way of security to a Secured Party or a purchaser, transferee or other recipient of the shares from such Secured Party.”

“26.7 Notwithstanding anything contained in these Articles where a security interest has been granted over any share pursuant to a security agreement granted in favour of any Secured Party, such share shall be exempt from all liens (whether present or future) in favour of the Company that would arise pursuant to these articles of association or otherwise howsoever and the Company shall not claim any lien (howsoever arising) in respect of such share while such security interest remains unreleased. A certificate executed by the party to whom such security interest has been granted that such security interest remains unreleased shall be conclusive evidence of fact.”

“26.8 Notwithstanding anything contained in these Articles the directors and/or the Company shall have no discretion to decline to register, or suspend registration of, a transfer of shares in the Company which is or is proposed to be:

- (a) made to any Secured Party to whom such shares are being transferred by way of security or a purchaser, transferee or other recipient of the shares from such Secured Party;
- (b) executed by a receiver or manager or similar officer appointed by or on behalf of any Secured Party under any relevant security interest; or
- (c) executed by a Secured Party by way of the exercise of any power of sale or other enforcement power under any relevant security interest.”

“26.9 “**Secured Party**” means bank, institution or a trust, fund or other person or other entity (or any agent, trustee, nominee or nominees or receiver for any such bank, institution or other person or other entity).”

## AGREEMENT

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

The undersigned, being the person entitled to vote on the ordinary and special resolutions on the circulation date, hereby agrees to the resolutions.

Signed by Adam Fowler ..... )  
for and on behalf of ..... )  
**F2P (GROUP) LTD** ..... )  
..... )  
Director

DocuSigned by:  
*Adam Fowler*  
A69DD55FA1384F6.....

Date 1 March ..... 2021

**GUIDANCE NOTES:**

1. If you agree to the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company.

**EITHER**

by delivering the signed copy to Onecom Limited at Onecom House 4400 Parkway, Whiteley, Fareham, Hampshire, PO15 7FJ

**OR**

by returning the signed copy by post to Onecom Limited at Onecom House 4400 Parkway, Whiteley, Fareham, Hampshire, PO15 7FJ

**AND**

by attaching a scanned copy of the signed document to an e-mail and sending it to [zbonner@goodwinlaw.com](mailto:zbonner@goodwinlaw.com). Please enter "For the attention of Zach Bonner" in the e-mail subject box.

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

2. Once you have indicated your agreement to the resolutions, you may not revoke your agreement.
3. Unless, by the date at the end of the 28 day period beginning on the circulation date, sufficient agreement has been received for the resolutions to pass, it will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or on this date.