

Company number 05895069

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS OF THE SOLE MEMBER

of

Idio Limited (the “Company”)

Circulation date: 21 July 2020

The undersigned, being the SOLE MEMBER of the Company entitled to receive notice of and to attend and vote at a general meeting of the Company, hereby RESOLVES and agrees that resolutions below are passed as special and ordinary resolutions (the “Resolutions”), pursuant to and in accordance with Chapter 2 of Part 13 of the Companies Act 2006 and the Resolutions shall be for all purposes valid and effective as if the same had been passed at a general meeting of the Company duly convened and held. For the purpose of the Resolutions, capitalised terms used but not otherwise defined shall have the meaning given in the draft minutes of a meeting of the board of the Company appended as Appendix A hereto.

**SPECIAL RESOLUTIONS**

1. THAT the articles of association of the Company be amended by inserting a new article 31 as follows:

“31. SECURED SHARES

- (a) Notwithstanding anything contained in these articles which, whether expressly or impliedly, contradicts the provisions of this article 31 (to the effect that this article shall override any provisions of these articles), the directors of the company may not decline to register any transfer of shares in the company and may not suspend any registration thereof and no prior consent of the company’s holding company shall be required or other transfer restrictions shall apply, where that transfer is:—
  - (i) to a Secured Party and/or a company or other entity to whom such shares are transferred at the direction of a Secured Party and/or a Receiver;
  - (ii) delivered to the company for registration by a Secured Party in order to perfect its security over the shares; or
  - (iii) executed by a Secured Party or a Receiver pursuant to the power of sale or otherwise under such security,

and, furthermore, notwithstanding anything to the contrary contained in these articles which, whether expressly or impliedly, contradicts the provisions of this article 31 (to the effect that this article shall override any provisions of these articles) no transferor of any shares in the company (or proposed transferor of those shares) and no Secured Party or a Receiver shall be required to offer the shares which are or are to be the subject of any such transfer to the shareholders for the time being of the company or any of them, and no such shareholder shall have any right under these articles or otherwise to require such shares to be transferred to them whether for consideration or not. Furthermore, notwithstanding anything contained in these articles which, whether expressly or impliedly, contradicts the provisions of this article 31 (to the effect that this article shall override any provisions of these articles), where a security interest has been granted over any share in favour of a 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 and the company and the directors shall not be entitled to exercise any lien which the company has in respect of those shares.

- (b) In this article 31:
  - (i) a “Secured Party” means a bank, financial institution, trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets to which a security interest (including by way of mortgage or charge) has been granted over shares in the company and any affiliate of any such person, an agent or trustee acting for any such person or such affiliate or a nominee of any of the foregoing.
  - (ii) a “Receiver” means any administrator, administrative receiver, receiver or receiver and manager or similar entity appointed by a Secured Party.”

#### ORDINARY RESOLUTIONS

- 2. THAT it would be for the benefit of the members as a whole that the Company enters into and/or performs its obligations under:
  - (a) the Credit Agreement;
  - (b) the Debenture
  - (c) an accession deed to the Debenture;
  - (d) an NY law governed trademark security agreement;
  - (e) the Foreign Guarantee Agreement;
  - (f) the Supplement;
  - (g) an NY law governed Pledge Agreement dated October 9, 2018 (the “NY Pledge Agreement”);
  - (h) pledge supplement to the NY Pledge Agreement; and
  - (i) an officer’s certificate to be delivered to the Administrative Agent by a director of the Company,

as applicable, and any further documents (including but not limited to any security documents), intra-group loan agreements, deeds, instruments, agreements, shareholder resolutions, powers of attorney, notices (including but not limited to selection notices, howsoever defined), requests (including but not limited to any utilisation requests or any drawdown requests, howsoever defined), acknowledgments, memoranda, statements or certificates (including but not limited to any director's/formalities certificates) as may be ancillary, necessary, desirable, required or requested in connection with the documents listed at (a) to (i) above and/or related financings contemplated by the Credit Agreement.

3. THAT the terms and transactions contemplated by, and the execution and delivery by the Company of, the Documents, as applicable, and any additional documents ancillary, necessary or incidental to the Documents (including any directors/formalities certificates) to which the Company is a party and the performance by the Company of its obligations thereunder be and are hereby approved, in each case, in the form produced to the members with such amendments thereto as any director of the Company may in their absolute discretion approve.

4. THAT the authorising of:

(a) a director of the Company (the “**Authorised Person**”) (or in the case of a deed, the Authorised Person in the presence of a witness who attests the signature, two Authorised Persons or an Authorised Person and the secretary of the Company) to approve the terms of the transactions contemplated by the Documents or any other documents in connection with the financing relating to the Acquisition and to execute, on behalf of the Company (as a deed or otherwise), the Documents to which it is a party, in the form produced to the meeting, with any amendments that the Authorised Person may approve and any other documents in connection with the financing relating to the Acquisition be and is hereby approved; and

(b) the Authorised Person:

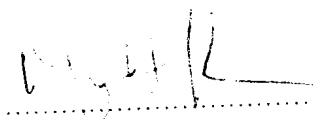
- to sign and/or despatch on behalf of the Company all documents and notices to be signed and/or despatched by the Company in connection with the financings contemplated by the Credit Agreement;
- to act on behalf of the Company to execute and deliver any agreement, power of attorney, deed or other document required to be executed and delivered in connection with the financings contemplated by the Credit Agreement; and
- to do all other acts and things that the Authorised Person may consider necessary or desirable in connection with the Documents and the financings contemplated by the Credit Agreement,

subject in each case to such amendments, amendments and restatements, supplements, modifications, renewals, replacements, substitutions and extensions that the Authorised Person may approve, be and is hereby approved.

5. THAT an Authorised Person is instructed and authorised to take any action in connection with the negotiation, execution, delivery and performance of the Documents as they shall deem necessary or appropriate.
6. THAT the provision of any guarantee and/or security by the Company pursuant to the terms of the Documents and the entry by the Company into the Documents to which it is a party and the performance of the transactions contemplated thereby will promote the success of the Company for the commercial benefit of its members as a whole, and be to the further commercial benefit and advantage of the Company.
7. THAT any act done or document executed pursuant to the foregoing resolutions shall be valid, effective and binding on the Company notwithstanding any limitation on the powers of the directors of the company contained in or incorporated by reference in the Company's articles of association (such limitation being hereby suspended, waived, relaxed or abrogated to the extent requisite to give effect to the foregoing resolutions).
8. THAT any steps taken or act done by the Authorised Person in connection with the Acquisition and the Documents, including but not limited to any steps and acts listed in this Resolution, prior to the time of this meeting be approved, authorised and ratified.
9. THAT no conflict of interest in respect of these resolutions or the transactions contemplated hereunder arises as the result of any Authorised Person being a director of another Subsidiary (as defined in the Credit Agreement).

**Agreement:**

We, being the sole eligible member of the Company (as defined in section 289 of the Companies Act 2006) in respect of this written resolution, agree that the Resolutions be so passed.

  
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Title: *Director*

Signed for or on behalf of **Episerver UK Limited**

*[Signature page to Idio Limited shareholder resolution]*