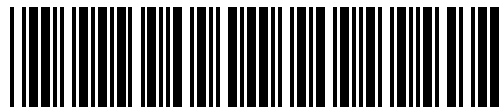




Registration of a Charge

Company Name: **LOCUM ORGANISER LIMITED**

Company Number: **06905012**



Received for filing in Electronic Format on the: **22/09/2022**

XBD4A9BN

Details of Charge

Date of creation: **21/09/2022**

Charge code: **0690 5012 0002**

Persons entitled: **A 01 SECURITISATION S.À.R.L. ACTING THROUGH ITS COMPARTMENT "SV TEMPO 1"**

Brief description: **SEE CLAUSE 3.1 OF THE DEBENTURE WHICH CREATES: (I) A FIXED CHARGE OVER ALL INTELLECTUAL PROPERTY (AS DEFINED IN THE DEBENTURE), INCLUDING ANY PATENTS, TRADEMARKS, SERVICE MARKS, DESIGN RIGHTS, DOMAIN NAMES, MORAL RIGHTS, INVENTIONS, CONFIDENTIAL INFORMATION, KNOWHOW, SOURCE CODE, PROCESSES, SOFTWARE, FORMULAE, TECHNOLOGY AND OTHER INTELLECTUAL PROPERTY RIGHTS AND INTERESTS, AND THE BENEFIT OF ALL APPLICATIONS AND RIGHTS TO USE SUCH ASSETS AND (II) A FIXED CHARGE AND/OR LEGAL MORTGAGE OVER PROPERTY (AS DEFINED IN THE DEBENTURE). FOR MORE DETAIL, PLEASE REFER TO THE DEBENTURE.**

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.**

Certified by: **ORRICK, HERRINGTON & SUTCLIFFE (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6905012

Charge code: 0690 5012 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st September 2022 and created by LOCUM ORGANISER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd September 2022 .

Given at Companies House, Cardiff on 23rd September 2022

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**

We hereby certify this, save for material redacted pursuant to section 859G of the Companies Act 2006, to be a true copy of the original.

Execution Version

Orrick, Herrington & Sutcliffe (UK) LLP

Orrick, Herrington & Sutcliffe (UK) LLP
Date: **22 September 2022**

SEPTEMBER
DATED 21 AUGUST 2022

LANTUM LTD
INNOVATIVE MEDIC LTD
LOCUM ORGANISER LIMITED
and
LOCUM ORGANISER UK LTD
as Original Chargors

A 01 SECURITISATION S.À R.L ACTING THROUGH ITS COMPARTMENT "SV TEMPO 1"
as Lender

COMPOSITE DEBENTURE



TABLE OF CONTENTS

Clause		Page
1.	DEFINITIONS AND INTERPRETATION	1
2.	COVENANT TO PAY	6
3.	SECURITY ASSETS	6
4.	NATURE OF SECURITY	8
5.	FURTHER ASSURANCES AND PROTECTION OF PRIORITY	8
6.	REPRESENTATIONS AND WARRANTIES	10
7.	UNDERTAKINGS	11
8.	ENFORCEMENT AND POWERS OF THE LENDER	15
9.	APPOINTMENT OF A RECEIVER OR ADMINISTRATOR	17
10.	POWERS OF A RECEIVER	18
11.	APPLICATION OF MONEYS	18
12.	PROTECTION OF THIRD PARTIES	20
13.	PROTECTION OF THE LENDER	21
14.	CUMULATIVE POWERS AND AVOIDANCE OF PAYMENTS	21
15.	RULING-OFF ACCOUNTS	22
16.	POWER OF ATTORNEY	22
17.	DELEGATION	22
18.	REDEMPTION OF PRIOR CHARGES	22
19.	MISCELLANEOUS	23
20.	GOVERNING LAW	24
21.	JURISDICTION	24
	SCHEDULE 1 SECURITY ASSETS	25
	SCHEDULE 2 FORM OF NOTICES	26
	SCHEDULE 3 FORM OF ACCESSION DEED	30

SEPTEMBER
~~August~~

THIS DEED is dated 21 ~~August~~ 2022 and **MADE BETWEEN:**

- (1) **LANTUM LTD**, a private limited company registered in England & Wales under number 07529895 whose registered office is at 4th Floor, 15 Bonhill Street, London, England, EC2A 4DN;
- (2) **INNOVATIVE MEDIC LTD**, a private limited company registered in England & Wales under number 07633630 whose registered office is at 4th Floor, 15 Bonhill Street, London, England, EC2A 4DN;
- (3) **LOCUM ORGANISER LIMITED**, a private limited company registered in England & Wales under number 06905012 whose registered office is at 4th Floor, 15 Bonhill Street, London, England, EC2A 4DN;
- (4) **LOCUM ORGANISER UK LTD**, a private limited company registered in England & Wales under number 07519933 whose registered office is at 4th Floor, 15 Bonhill Street, London, England, EC2A 4DN,

(each an "**Original Chargor**" and together the "**Original Chargors**"); and

- (5) **A 01 SECURITISATION S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg as an unregulated securitisation company (*société de titrisation*) within the meaning of the Luxembourg law of 22 March 2004 on securitisation, as amended from time to time, having its registered office at 15, Boulevard F. W. Raiffeisen, L-2411 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg trade and companies register (R.C.S. Luxembourg) under number B260731, acting through its compartment "**SV Tempo 1**" (the "**Lender**").

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Facilities Agreement shall, unless otherwise defined in this Deed, have the same meanings when used in this Deed and, in addition, in this Deed:

"**Accession Deed**" means a document substantially in the form set out in Schedule 3 (*Form of Accession Deed*) or such other form as the Lender may require (acting reasonably).

"**Accounts**" means each of the accounts opened or maintained from time to time by a Chargor with any bank, building society, financial institution or other person, including, without limitation, each account (if any) specified in Part 1 of Schedule 1 (*Security Assets*) and/or Part 1 of the schedule to each Accession Deed (if any) (including any renewal, redesignation, replacement, subdivision or subaccount of such accounts) and the debt or debts represented thereby and all monies standing to the credit of each such account and all Related Rights in respect of each such account.

"Administrator" means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage a Chargor's affairs, business and property.

"Assigned Contract" means:

- (a) any Related Loan Agreements;
- (b) each contract, agreement, document and/or instrument specified in Part 3 of Schedule 1 (*Security Assets*);
- (c) with effect from the date of the relevant Accession Deed, each contract, agreement, document and/or instrument specified as an Assigned Contract in Part 3 of the schedule to each Accession Deed (if any); and
- (d) any contract, agreement, document and/or instrument from time to time designated in writing as an "Assigned Contract" by a Chargor and the Lender.

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Chargors" means the Original Chargors and any person that executes and delivers an Accession Deed in favour of the Lender after the date of this Deed, and **"Chargor"** means any one of them.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Lender.

"Derivative Asset" means all allotments, rights, benefits and advantages (including all voting rights) at any time accruing, offered or arising in respect of or incidental to any asset and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of an asset.

"Facilities Agreement" means the facilities agreement dated on or about the date of this Deed and made between the Original Chargors and the Lender.

"Floating Charge Asset" means an asset charged under Clause 3.3 (*Floating Charge*) or clause 4.1(d) (*Security*) of the Accession Deed.

"Insurance Proceeds" means all monies from time to time payable to a Chargor under or pursuant to the Insurances, including the refund of any premium.

"Insurances" means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Chargor or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance.

"Intellectual Property" means:

- (a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, service marks, design rights, domain names, moral rights, inventions,

confidential information, knowhow, source code, processes, software, formulae, technology and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and

- (b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist).

"Investment" means any stock, share, debenture, loan stock, interest in any investment fund and any other security (whether or not marketable) whether owned directly by or to the order of a Chargor or by any trustee, fiduciary or clearance system on its behalf, including any Derivative Asset and any Related Rights in respect of any of the foregoing but not including the Shares.

"Liabilities" means all present and future liabilities and obligations of each Obligor to the Lender under the Finance Documents (including, without limitation, the Obligations), both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any documents or agreement evidencing or constituting any other liability or obligation falling within this definition;
- (c) any claim for damages or restitution; and
- (d) any claim as a result of any recovery by any Obligor of a Payment on the grounds or preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings.

"LPA" means the Law of Property Act 1925.

"Party" means a party to this Deed.

"Payment" means, in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations).

"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other similar assets (other than any assets that are deemed by law to be immoveable property), wherever they are situated, which are now, or at any time after the date of this Deed become, the property of a Chargor.

"Property" means:

- (a) all freehold, leasehold or other immovable property of a Chargor situated in England and Wales;
- (b) any buildings, fixtures, fittings, plant and machinery from time to time on or forming part of the property referred to in paragraph (a) above; and
- (c) any Related Rights arising in relation to any of the assets described in paragraphs (a) and (b) above (inclusive),

and **"Properties"** shall be construed accordingly.

"Receivables" means all present and future book debts and other debts, monetary claims, accounts, accounts receivable, contract rights, and other monetary obligations owed to a Chargor (including in connection with any sale, leasing or licensing of goods, software and/or other technology and/or the provision of any services).

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets.

"Related Loan Agreements" means any intra-group and/or shareholder loan agreement (or equivalent) or any other agreement, document and/or instrument in respect of intra-group and/or shareholder indebtedness between a Chargor and any other member of the Group.

"Related Rights" means, where used in relation to an asset, the following:

- (a) the proceeds of sale and/or other realisation of that asset (or any part thereof or interest therein);
- (b) all Authorisations, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such asset; and
- (c) all rights under any lease, licence or agreement for lease, sale or use in respect of such asset.

"Secured Liabilities" means all Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by each Obligor to the Lender under each Finance Document, both actual and contingent and whether incurred solely or jointly and whether as principal or surety or in any other capacity.

"Security Assets" means:

- (a) all assets and undertakings which from time to time are the subject of the Security Interests created (or expressed to be created) by or under this Deed and/or any Accession Deed in favour of the Lender; and
- (b) any assets held on trust by a Chargor for the Lender.

“**Security Interest**” has the meaning given to that term in the Facilities Agreement.

“**Security Period**” means the period from the date of this Deed until the date on which the Lender has determined that all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full, that no commitment is outstanding and the Facilities Agreement has been terminated.

“**Shares**” means:

- (a) the shares described in Part 2 of Schedule 1 (*Security Assets*) and Part 2 of the schedule to each Accession Deed (if any);
- (b) all shares in the capital of any subsidiary of a Chargor, present and future, held by (or to the order of or on behalf of) a Chargor from time to time;
- (c) all Derivative Assets in respect of paragraphs (a) and (b) above (inclusive); and
- (d) all Related Rights in respect of paragraphs (a), (b) and (c) above (inclusive).

1.2 Construction

- (a) Unless a contrary intention appears, clause 1.2 (*Interpretation*) and clause 1.5 (*Third party rights*) of the Facilities Agreement apply to this Deed, and shall be deemed to be incorporated into this Deed as though set out in full in this Deed, with any reference to “**this Agreement**” being deemed to be a reference to “**this Deed**”, subject to any other necessary changes.
- (b) Any references to the Lender or any Receiver shall include its Delegates.

1.3 Law of Property (Miscellaneous Provisions) Act 1989

To the extent necessary for any agreement for the disposition of the Security Assets in this Deed to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Deed are incorporated into this Deed.

1.4 Implied Covenants for Title

The obligations of each Chargor under this Deed shall be in addition to the covenants for title deemed to be included in this Deed by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.5 Effect as a Deed

This Deed is intended to take effect as a deed notwithstanding that the Lender may have executed it under hand only.

1.6 Finance Document

This Deed is a Finance Document.

1.7 Bound as a Chargor

Each Chargor shall be bound by this Deed even if any person who was intended to execute it or be bound by it as a Chargor has not duly executed or become bound by it.

2. COVENANT TO PAY

Each Chargor as primary obligor covenants with the Lender that it will on demand pay to the Lender the Secured Liabilities when the same fall due for payment.

3. SECURITY ASSETS

3.1 Fixed Charges

(a) Each Chargor, as security for the payment discharge and performance of the Secured Liabilities, charges in favour of the Lender, with full title guarantee, the following assets, from time to time owned by it or in which it has an interest:

- (i) by way of first legal mortgage, each Property legal title to which is vested in it on the date of this Deed specified in Part 4 of Schedule 1 (*Security Assets*); and
- (ii) by way of first fixed charge:
 - (A) all Property not effectively mortgaged under Clause 3.1(a)(i);
 - (B) all Plant and Machinery;
 - (C) all Shares;
 - (D) all Investments (other than the Shares);
 - (E) all Receivables;
 - (F) the Accounts;
 - (G) all Intellectual Property; and
 - (H) its goodwill and uncalled capital.

3.2 Security Assignment

As further security for the payment of the Secured Liabilities, each Chargor assigns, by way of security, with full title guarantee to the Lender all its rights, title and interest in:

- (a) the Insurances and the Insurance Proceeds;

- (b) each Assigned Contract; and
- (c) all Related Rights in respect of each of the above,

subject in each case to reassignment by the Lender to the relevant Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Liabilities.

3.3 Floating Charge

- (a) As further security for the payment discharge and performance of the Secured Liabilities, each Chargor charges with full title guarantee in favour of the Lender by way of first floating charge its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under Clause 3.1 (*Fixed Charges*) or which are effectively assigned by way of security under Clause 3.2 (*Security Assignment*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Deed.

3.4 Conversion of Floating Charge by Notice

If:

- (a) the security constituted by this Deed has become enforceable; or
- (b) the Lender is of the view (acting reasonably and in good faith) that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized, sold or otherwise in jeopardy,

the Lender may, by written notice to a Chargor, convert the floating charge created under this Deed into a fixed charge as regards those assets which it specifies in that notice. The relevant Chargor shall promptly following request by the Lender execute a fixed charge or legal or equitable assignment over those assets in such form as the Lender may require.

3.5 Automatic Conversion of Floating Charge

If, without the prior written consent of the Lender:

- (a) a Chargor creates any Security Interest (other than a Permitted Security Interest) over all or any of the Security Assets or attempts to do so;
- (b) any person levies or attempts to levy any attachment, execution or other legal process against any of such Security Assets;
- (c) a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of a Chargor; or

- (d) any steps are taken for the appointment of, or notice is given of intention to appoint, or a petition is filed or application is made, or a competent court makes an order for the appointment of an administrator, in relation to a Chargor,

then the floating charge created by this Deed over the Floating Charge Assets of that Chargor will automatically, without notice, be converted into a fixed charge as soon as such event occurs.

4. NATURE OF SECURITY

4.1 Continuing Security

- (a) The Security Interests created by this Deed are to be a continuing security interests notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing.
- (b) If any purported obligation or liability of any Obligor to the Lender, which if valid would have been the subject of any obligation or charge created by this Deed, is or becomes unenforceable, invalid or illegal on any ground whatsoever whether or not known to the Lender, the Chargors shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Chargors were the principal debtors in respect thereof. Each Chargor hereby agrees to keep the Lender fully indemnified against all damages, losses, costs and expenses arising from any failure of any Obligor to carry out any such purported obligation or liability.
- (c) Until the Security Period has ended, the Lender may refrain from applying or enforcing any other moneys, Security Interest or rights held or received by the Lender in respect of that amount, and may apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and a Chargor shall not be entitled to the benefit of the same.

4.2 Non-merger of Security Interests

The Security Interests created by this Deed are to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security Interests or other right which the Lender may now or after the date of this Deed hold for any of the Secured Liabilities, and this Deed may be enforced against any Chargor without first having recourse to any other rights of the Lender.

5. FURTHER ASSURANCES AND PROTECTION OF PRIORITY

5.1 General

- (a) Each Chargor shall, at its own expense, promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may specify (and in such form as the Lender may require in favour of the Lender or its nominee(s) or any purchaser):

- (i) to perfect or protect the Security Interests created or intended to be created under, or evidenced by, this Deed (which may include the execution of a mortgage, charge, assignment or other Security Interests over all or any of the assets which are, or are intended to be, the subject of this Deed) or for the exercise of any rights, powers and remedies of the Lender provided by or pursuant to this Deed or by law;
 - (ii) to confer on the Lender, Security Interests over any assets of a Chargor, located in any jurisdiction, equivalent or similar to the Security Interests intended to be conferred by or pursuant to this Deed and, pending the conferring of such Security Interests, hold such assets upon trust (or in any manner required by the Lender) for the Lender; and/or
 - (iii) to facilitate the realisation or enforcement of the assets which are, or are intended to be, the subject of the Security Interests created, or intended to be created, by this Deed.
- (b) Each Chargor shall take all such action (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security Interest conferred or intended to be conferred on the Lender by or pursuant to this Deed.

5.2 HM Land Registry

- (a) In relation to each Property from time to time vested in a Chargor, such Chargor hereby irrevocably consents to the Lender applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that Property (including any unregistered properties subject to compulsory first registration at the date of this Deed) on the prescribed Land Registry form and in the following or substantially similar terms:

*"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the debenture dated [***] 2022 in favour of A 01 Securitisation S.Â R.L. acting through its Compartment "SV Tempo 1" referred to in the charges register."*

- (b) The Lender must perform its obligations under the Facilities Agreement (including any obligation to make available further advances). In relation to each Property from time to time vested in a Chargor, the Lender may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that Property (including any unregistered properties subject to compulsory first registration at the date of this Deed) of the obligation to make further advances.

5.3 Register of Intellectual Property

Each Chargor shall, if requested by the Lender, execute all such documents and do all such acts (including, but not limited to, the payment of any applicable registration fees) as the Lender

may require to record the interests of the Lender in any registers relating to registered Intellectual Property.

5.4 Notices

Each Chargor shall give notice:

- (a) promptly following the date of this Deed, of the charge over its Accounts under this Deed to the person at which such accounts are maintained in the form set out in Part 1 of Schedule 2 (*Form of notice in relation to an Account*);
- (b) if the Lender so requires, of the assignment or charge of any other Security Asset to the relevant third party (in the form of ~~Error! Reference source not found.~~ of Schedule 2 (*Form of notice to counterparties*)) or such other form as the Lender so requires,

Part 2

and, in each case, shall use all reasonable endeavours to procure that each person on whom a notice is served, executes and delivers to the Lender an acknowledgement of that notice in the relevant form scheduled to this Deed or in such other form as the Lender may require.

6. REPRESENTATIONS AND WARRANTIES

Each Chargor makes the representations and warranties listed below in favour of the Lender.

6.1 Security Assets

It is the legal and beneficial owner of the Security Assets with the right to transfer with full title guarantee all or any part of the Security Assets and has good and marketable title to the Security Assets.

6.2 Investments and Shares

- (a) All Investments and the Shares are fully paid and none are subject to any option to purchase or similar rights.
- (b) It has not appointed any nominee to exercise or enjoy all or any of its rights in relation to the Investments or the Shares.
- (c) The constitutional documents of any company whose shares are the subject of the Security Interests created by this Deed do not and could not restrict or prohibit any transfer of those shares on creation or on enforcement of that Security Interest.

6.3 Repetition

The representations in this Clause 6 (*Representations and Warranties*) are deemed to be made by each Chargor by reference to the facts and circumstances then existing on the date of this Deed and each day on which the representations and warranties contained in the Facilities Agreement are repeated.

7. UNDERTAKINGS

7.1 Duration of Undertakings

Each Chargor undertakes to the Lender in the terms of this Clause 7 (*Undertakings*) for the duration of the Security Period.

7.2 General Undertakings

(a) *Negative Pledge and Disposal Restrictions*

It will not:

- (i) create or agree to create or permit to subsist or arise any Security Interest over all or any part of the Security Assets; or
- (ii) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Security Assets (save for Floating Charge Assets other than Intellectual Property on arm's length terms in the ordinary course of trading) or agree or attempt to do the same,

except as permitted by the Facilities Agreement or with the prior written consent of the Lender.

(b) *Deposit of Documents or Title Deeds*

It will deposit with the Lender:

- (i) to the extent that the relevant documents have not been deposited with a clearance system, settlement system or custodian acceptable to the Lender, all deeds, stock and share certificates or other documents of title (or documents evidencing title or the right to title) and agreements relating to a Security Asset (including all deeds and documents of title relating to the Property);
- (ii) any undated stock transfer forms or other instruments of transfer duly completed and executed to the Lender's satisfaction;
- (iii) to the extent requested by the Lender from time to time:
 - (A) certified copies of all the Assigned Contracts;
 - (B) all deeds and documents of title (if any) relating to the Receivables; and
 - (C) details of all Plant and Machinery;

- (iv) any other document which the Lender may require for the purposes of perfecting the Security Interests created or intended to be created by this Deed.

The Lender may retain any document delivered to it under Clause 7.2(b) (*Deposit of Documents or Title Deeds*) above or otherwise only until such time as the security created under this Deed is released.

(c) *Registration and Notifications*

It shall immediately notify the Lender of any contract, conveyance, transfer or other disposition or the acquisition by it of the legal or beneficial interest in any Property.

7.3 **Investments and Shares**

(a) *Exercise of Rights*

- (i) Prior to the occurrence of an Event of Default which is continuing, it shall not exercise or refrain from exercising (or direct the same) any of the powers or rights conferred upon or exercisable by the legal or beneficial owner of the Investments or the Shares unless such exercise or refrain from exercising (or direction to do the same):

- (A) is expressly permitted by the terms of the Facilities Agreement; or

- (B) would not, or would not be reasonably likely to, affect any rights or powers of the relevant Chargor arising from its legal or beneficial ownership of the Investment or the Shares.

- (ii) Following the occurrence of an Event of Default which is continuing, it shall not, without the prior written consent of the Lender, exercise or refrain from exercising (or direct the same) any of the powers or rights conferred upon or exercisable by the legal or beneficial owner of the Investments or the Shares.

(b) *Registration of Transfers*

Following the occurrence of an Event of Default which is continuing and when requested by the Lender in writing, it shall procure that all Investments and Shares which are in registered form are duly registered in the name of the Lender or its nominee once a transfer relating to those Investments and Shares is presented for that purpose.

(c) *Clearance Systems etc*

Following the occurrence of an Event of Default which is continuing and when requested by the Lender in writing, it shall instruct any clearance system, settlement system, custodian or similar person to transfer any Investments or Shares then held by any such person for its or some nominee's account to the account of the Lender (or its nominee) with such clearance system (or as otherwise required by the Lender).

(d) *Acquisition and Calls*

It shall (other than as permitted under the Facilities Agreement):

- (i) not, without the prior written consent of the Lender acquire any Investments or Shares unless they are fully paid;
- (ii) promptly notify the Lender of the acquisition of any Investment or Shares;
- (iii) duly and promptly pay all calls, instalments or other payments which may be due and payable in respect of any Investments or Shares and, for the avoidance of doubt, the Lender shall not incur any liability in respect of any amounts due from a Chargor in respect of such Investments or Shares.

(e) *Dividends*

- (i) Prior to the occurrence of an Event of Default which is continuing, it shall, to the extent permitted by the Facilities Agreement, be entitled to receive and retain all dividends, distributions and other monies paid on or derived from its Shares and Investments.
- (ii) Following the occurrence of an Event of Default which is continuing, it shall promptly pay all dividends or other monies received by it in respect of the Investments and the Shares into an Account or shall be held on trust for the Lender pending payment to the Lender for application in accordance with Clause 11.1 (*Order of Application*).

(f) *Nominees*

It shall not appoint any nominee to exercise or enjoy all or any of its rights in relation to the Investments or the Shares without the prior written consent of the Lender (not to be unreasonably withheld).

7.4 Receivables and bank accounts

(a) During the Security Period, each Chargor shall:

- (i) collect and realise all Receivables in the ordinary course of its business;
- (ii) hold the proceeds of such collection and realisation of the Receivables upon trust for the Lender pending payment of such proceeds into an Account;
- (iii) not at any time without the prior written consent of the Lender deal with the Receivables or other monies relating thereto otherwise than by getting in the same and making payment thereof into an Account. Without prejudice to the generality of the foregoing, the Chargors shall not at any such time factor or discount any of such debts or claims or enter into any agreement for such factoring or discounting; and

- (iv) if called upon so to do by the Lender, execute a legal assignment of the Receivables to the Lender in such terms as the Lender in its discretion may require, give such notice of that legal assignment to the debtors from whom the Receivables are due, owing or incurred and take any such other step as the Lender in its discretion may require to perfect such legal assignment.
- (b) After the security created by this Deed has become enforceable, if the Lender has served written notice on the Chargors requiring the same, no Chargor shall, except with the prior written consent of the Lender, withdraw or attempt or be entitled to withdraw from any of its bank accounts (including the Accounts) all or any monies standing to the credit of such bank accounts.

7.5 Power to Remedy

If a Chargor fails to comply with any covenant set out in Clauses 7.2 (*General Undertakings*) to 7.4 (*Receivables and bank accounts*) (inclusive), and that failure is not remedied within 10 days of the Lender giving notice to the relevant Chargor or the relevant Chargor becoming aware of the failure to comply, it will allow (and irrevocably authorises) the Lender or any Receiver to take any action on its behalf which the Lender or the Receiver deems necessary or desirable to ensure that those covenants are complied with. Each Chargor shall reimburse to the Lender and/or any Receiver, on demand, all amounts expended by the Lender or any Receiver in remedying such failure together with interest in accordance with clause 8.3 (*Default interest*) of the Facilities Agreement from the date of payment by the Lender or Receiver (as the case may be) until the date of reimbursement. The exercise by the Lender of its powers under this Clause 7.5 (*Power to Remedy*) shall not render the Lender liable to account as mortgagee in possession.

7.6 To repair

Each Chargor shall:

- (a) at all times keep in good and substantial repair and condition all the Property including all buildings, erections and structures on and in the Property;
- (b) keep all Plant and Machinery in good repair, working order and condition and fit for its purpose; and
- (c) where it is uneconomic to repair any part of the Property, replace such property by another similar asset of equal or greater quality and value.

7.7 To allow entry

Each Chargor shall allow, and shall procure that any person occupying the whole or any part of the Property under any lease will allow, the Lender and its agents, with or without surveyors, workmen or others authorised by it upon five Business Days' prior notice (except in an emergency) to enter the Property from time to time in order to view the Property, to carry out any repairs on the Property which the Lender considers necessary or to do anything Lender is entitled to do pursuant to this Deed.

7.8 Alterations

Except as permitted by the Facilities Agreement, no Chargor shall:

- (a) commit any waste, or in any manner lessen the value of the Property;
- (b) carry out any work of demolition, construction, refurbishment, addition or otherwise in or to the Property; or
- (c) except with the prior written consent of the Lender (not to be unreasonably withheld), make any alterations to the Property.

7.9 No creation of leases

No Chargor shall, without the express prior written consent of the Lender (not to be unreasonably withheld):

- (a) make any alterations to the Property;
- (b) grant nor agree to grant (whether in exercise of any statutory power or otherwise) any lease, underlease, tenancy or agreement for lease affecting the Property;
- (c) confer nor agree to confer on any person any other right or licence to occupy any land or buildings forming part of the Property nor grant any licence or permission to assign, underlet or sub-let nor part with, nor share occupation or possession of, the Property or any part thereof;
- (d) waive, release nor vary or agree to waive, release or vary any of the terms of any lease, underlease, tenancy or agreement for lease affecting the Property, including the determination or review of any rent payable thereunder, nor exercise any power to terminate or extend the same;
- (e) forfeit nor commence proceedings for forfeiture nor exercise any right of re-entry nor accept the surrender of any lease, underlease, tenancy or agreement for lease affecting the Property; nor
- (f) change nor permit or suffer to be changed the present user of any part of the Property.

7.10 No creation of easements etc.

No Chargor shall grant, create, or permit to be acquired, any easement, right or privilege relating to or affecting the whole or any part of the Property.

8. ENFORCEMENT AND POWERS OF THE LENDER

8.1 Enforcement

The Security Interests created pursuant to this Deed shall become immediately enforceable following the occurrence of an Event of Default which is continuing, following which the Lender

may in its absolute discretion and without notice to the Chargors or any of them or the prior authorisation of any court:

- (a) enforce all or any part of the Security Interests created by this Deed and take possession of or dispose of all or any of the Security Assets, in each case at such times and upon such terms as it sees fit; and
- (b) whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions:
 - (i) conferred from time to time on mortgagees by the LPA (as varied or extended by this Deed) or by law; and
 - (ii) granted to a Receiver by this Deed or from time to time by law; and
- (c) exercise all the rights, powers and discretions conferred on a Receiver by this Deed, the LPA, the Insolvency Act 1986 or otherwise by law, without first appointing a Receiver or notwithstanding the appointment of a Receiver.

8.2 **Power of Sale, Leasing and Other Powers**

- (a) For the purpose of all rights and powers implied or granted by law, the Secured Liabilities are deemed to have fallen due on the date of this Deed. The power of sale and other powers conferred by section 101 of the LPA and all other enforcement powers conferred by this Deed shall be immediately exercisable by the Lender following the occurrence of an Event of Default which is continuing and at any time thereafter.
- (b) The Lender may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the LPA.
- (c) In the exercise of the powers conferred by this Deed, the Lender may sever and sell plant, machinery or other fixtures separately from the property to which they may be annexed and it may apportion any rent or other amount without the consent of any Chargor.

8.3 **Statutory Restrictions**

The restriction on the consolidation of mortgages and on the power of sale imposed by sections 93 and 103 respectively of the LPA shall not apply to the Security Interests constituted by this Deed.

8.4 **Appropriation**

- (a) In this deed, “**financial collateral**” has the meaning given to that term in the Financial Collateral Arrangements (No.2) Regulations 2003.

- (b) At any time after the occurrence of an Event of Default which is continuing, the Lender may appropriate all or part of the financial collateral forming part of the Security Assets in or towards satisfaction of the Secured Liabilities.
- (c) The Parties agree that the value of any such Security Assets appropriated in accordance with paragraph (b) above shall be the market price of such Security Assets at the time the right of appropriation is exercised as determined by the Lender by reference to such method or source of valuation as the Lender may reasonably select, including by independent valuation. The Parties agree that the methods or sources of valuation provided for or selected by the Lender in accordance with this paragraph (c) shall constitute a commercially reasonable manner of valuation for the purposes of the Financial Collateral Arrangements (No.2) Regulations 2003.
- (d) The Lender shall notify the relevant Chargor, as soon as reasonably practicable, of the exercise of its right of appropriation as regards such of the Security Assets as are specified in such notice.

9. APPOINTMENT OF A RECEIVER OR ADMINISTRATOR

9.1 Appointment

- (a) At any time after the occurrence of an Event of Default which is continuing, or at the request of a Chargor or its directors, the Lender may, without prior notice to the Chargors or any of them, in writing (under seal, by deed or otherwise under hand) appoint:
 - (i) a Receiver in respect of the Security Assets or any part thereof and may in like manner from time to time (and insofar as it is lawfully able to do so) remove any Receiver and appoint another in his place; or
 - (ii) one or more persons to be an Administrator in accordance with paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (b) Nothing in paragraph (a) above shall restrict the exercise by the Lender of any one or more of the rights of the Lender under Schedule B1 to the Insolvency Act 1986 and the rules thereunder or at common law.
- (c) Section 109(1) of the LPA shall not apply to this Deed.

9.2 Several Receivers

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Deed (unless the document appointing such Receiver states otherwise).

9.3 Remuneration of Receiver

The Lender may from time to time fix the remuneration of any Receiver. For the purpose of this Clause 9.3 (*Remuneration of Receiver*), the limitation set out in Section 109(6) LPA shall not apply.

9.4 Liability of Lender for Actions of a Receiver or Administrator

- (a) Each Receiver shall be the agent of the relevant Chargor which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Lender shall not be responsible for any misconduct, negligence or default of a Receiver.
- (b) The Lender shall not have any liability for the acts or omissions of an Administrator.

10. POWERS OF A RECEIVER

A Receiver shall have (and be entitled to exercise) in relation to the Security Assets over which he is appointed the following powers (as the same may be varied or extended by the provisions of this Deed):

- (a) all of the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (b) all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;
- (c) all of the powers conferred on the Lender under this Deed;
- (d) all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which a Chargor itself could do or omit to do;
- (e) the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Deed or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, a Chargor); the collection and/or realisation of Security Assets in such manner and on such terms as the Receiver sees fit; and the execution of documents in the name of a Chargor (whether under hand, or by way of deed or by utilisation of the company seal of a Chargor).

11. APPLICATION OF MONEYS

11.1 Order of Application

- (a) All amounts from time to time received or recovered by the Lender pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or any part of the Security Interests created by this Deed (for the purposes of this Clause 11 (*Application of Moneys*), the "**Recoveries**") shall be applied at any time as the Lender

(in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this Clause 11 (*Application of Moneys*)), in the following order, after the payment of any preferential debts ranking in priority to the Secured Liabilities:

- (i) in or towards payment of or provision for all fees, costs, charges and expenses incurred by or on behalf of the Lender (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this Deed and/or any realisation or enforcement of the Security Interests created by this Deed, the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed;
 - (ii) in or towards the discharge of all or any of the Secured Liabilities; and
 - (iii) the balance of any Recoveries, after all amounts due under paragraphs (i) and (ii) above have been paid in full and provided the Obligors are under no further actual or contingent liability under the Facilities Agreement, to the relevant Chargor or other person entitled thereto.
- (b) The provisions of this Clause 11.1 (*Order of Application*) will override any appropriation made by a Chargor.

11.2 Prospective Liabilities

Following the occurrence of an Event of Default which is continuing, the Lender may, in its discretion, hold any amount of the Recoveries in an interest bearing suspense or impersonal account(s) in the name of the Lender with such financial institution (including itself) and for so long as the Lender shall think fit (the interest being credited to the relevant account) for later application under Clause 11.1 (*Order of Application*) in respect of:

- (a) any sum owed to the Lender; and
- (b) any part of the Secured Liabilities,

that the Lender reasonably considers, in each case, might become due or owing at any time in the future.

11.3 Investment of Proceeds

Prior to the application of the proceeds of the Recoveries in accordance with Clause 11.1 (*Order of Application*), the Lender may, in its discretion, hold all or part of those proceeds in an interest bearing suspense or impersonal account(s) in the name of the Lender with such financial institution (including itself) and for so long as the Lender shall think fit (the interest being credited to the relevant account) pending the application from time to time of those moneys in the Lender's discretion in accordance with the provisions of Clause 11.1 (*Order of Application*).

11.4 Currency Conversion

- (a) For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Lender may convert any moneys received or recovered by the Lender from one currency to another at a market rate of exchange.
- (b) The obligations of any Obligor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

11.5 Permitted Deductions

The Lender shall be entitled, in its discretion:

- (a) to set aside by way of reserve, amounts required to meet, and to make and pay, any deductions and withholdings (on account of taxes or otherwise) which it is or may be required by any applicable law to make from any distribution or payment made by it under this Deed; and
- (b) to pay all Taxes which may be assessed against it in respect of any of the Security Assets, or as a consequence of performing its duties, or by virtue of its capacity as Lender under any of the Finance Documents or otherwise.

12. PROTECTION OF THIRD PARTIES

12.1 No Obligation to Enquire

No purchaser from, or other person dealing with, the Lender shall be obliged or concerned to enquire whether:

- (a) the right of the Lender to exercise any of the powers conferred by this Deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Liabilities remains outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

12.2 Receipt Conclusive

The receipt of the Lender or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve such purchaser of any obligation to see to the application of any moneys paid to or by the direction of the Lender or any Receiver.

13. PROTECTION OF THE LENDER

13.1 No Liability

The Lender shall not be liable in respect of any of the Security Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers unless caused by the Lender's gross negligence, wilful default or breach of any of its obligations under the Finance Documents.

13.2 Possession of Security Assets

Without prejudice to Clause 13.1 (*No Liability*), if the Lender enters into possession of the Security Assets, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

13.3 No proceedings

No Party (other than the Lender, a Receiver or a Delegate in respect of its own officers, employees or agents) may take any proceedings against any officer, employee or agent of the Lender in respect of any claim it might have against the Lender or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document or any Security Asset and any officer, employee or agent of the Lender may rely on this Clause 13 (*Protection of the Lender*).

14. CUMULATIVE POWERS AND AVOIDANCE OF PAYMENTS

14.1 Cumulative Powers

The powers which this Deed confers on the Lender and any Receiver appointed under this Deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Lender or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Lender and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

14.2 Amounts Avoided

If any amount paid by a Chargor in respect of the Secured Liabilities is capable of being avoided or set aside on the liquidation or administration of a Chargor or otherwise, then for the purposes of this Deed that amount shall not be considered to have been paid. No interest shall accrue on any such amount, unless and until such amount is so avoided or set aside.

14.3 Discharge Conditional

Any settlement or discharge between a Chargor and the Lender shall be conditional upon no security or payment to the Lender by a Chargor or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of the Lender under this Deed), the Lender

shall be entitled to recover from each Chargor the value which the Lender has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

15. RULING-OFF ACCOUNTS

If the Lender receives notice of any subsequent Security Interest or other interest affecting any of the Security Assets it may open a new account for each relevant Chargor in its books. If it does not do so then (unless it gives written notice to the contrary to the Chargors or any of them), as from the time it receives that notice, all payments made by the relevant Chargor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Liabilities.

16. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints each of the Lender and any Receiver as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Deed, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Lender or any Receiver under this Deed or otherwise for any of the purposes of this Deed, and each Chargor covenants with each of the Lender and any Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

17. DELEGATION

- 17.1 The Lender may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any of the rights, powers and discretions vested in it by or pursuant to this Deed.
- 17.2 That delegation may be made upon any terms and conditions (including the power to sub delegate) and subject to any restrictions that the Lender may, in its discretion, think fit in the interests of the Lender and it shall not be bound to supervise, or be in any way responsible for any loss incurred by reason of any misconduct or default on the part of any such delegate or sub delegate.

18. REDEMPTION OF PRIOR CHARGES

The Lender may redeem any prior Security Interest on or relating to any of the Security Assets or procure the transfer of that Security Interest to itself, and may settle and pass the accounts of any person entitled to that prior Security Interest. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargors. Each Chargor will on demand pay to the Lender all principal monies and interest and all losses incidental to any such redemption or transfer.

19. MISCELLANEOUS

19.1 Assignment

No Chargor may assign any of its rights or transfer any of its rights or obligations under this Deed. The Lender may assign or otherwise transfer all or any of its rights and/or obligations under this Deed to any person in accordance with the terms of the Facilities Agreement.

19.2 Counterparts

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

19.3 Failure to execute

- (a) Failure by one or more Parties ("**Non-Signatories**") to execute this Deed on the date of this Deed will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Any Non-Signatories may execute this Deed (or a counterpart of this Deed) on a subsequent date and will thereupon become bound by its provisions.
- (b) If any one or more of the Chargors is not bound by any or all of the provisions of this Deed (whether by reason of lack of capacity, improper execution, failure to execute or for any other reason whatsoever) the remaining Chargors shall nonetheless continue to be bound as if such Chargor had never been a party.

19.4 Covenant to Release

At the end of the Security Period, the Lender shall, at the request and cost of the Chargors, release the Security Assets from the security constituted by this Deed (including any assignment by way of security) by executing a deed of release in a form satisfactory to the Lender or by executing any other documents or taking any other action which may be reasonably necessary to release the Security Assets from the Security constituted by this Deed.

19.5 Partial invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

19.6 Notices

All notices or demands under this Deed shall be served in accordance with clause 21 (*Notices*) of the Facilities Agreement.

20. GOVERNING LAW

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

21. JURISDICTION

21.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligations arising out of or in connection with this Deed) (a "**Dispute**").

21.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

IN WITNESS whereof this Deed has been duly executed and delivered on the date first above written.

**SCHEDULE 1
SECURITY ASSETS**

Redacted in accordance with
section 859G of the Companies Act 2006

**Part 1
The Accounts**

Chargor	Bank	Account Number	Sort Code	Branch Address
Lantum Ltd	Barclays Bank PLC		20-31-52	Fenchurch Street, Leicester LE87 2BB, England
Locum Organiser Limited	Barclays Bank PLC		20-11-39	Bournemouth Town, Leicester LE87 2BB, England

**Part 2
Shares**

Chargor	Name of company in which Shares are held	Number and class of shares
Lantum Ltd	Innovative Medic Ltd	100 A Ordinary Shares 99 1 B Ordinary Share 1 C Ordinary Share
Lantum Ltd	Locum Organiser Limited	10,000 Ordinary Shares 3333 B Ordinary Shares
Locum Organiser Limited	Locum Organiser UK Ltd	100 Ordinary Shares

**Part 3
Assigned Contracts**

None at the date of this Deed.

**Part 4
Property**

None at the date of this Deed.

**SCHEDULE 2
FORM OF NOTICES**

Part 1

Form of Notice in Relation to an Account

To: [Bank]
 [Address]

(the "**Account Bank**")

Dated: [***] 202[***]

Dear Sirs

We refer to the following accounts of [***] of [***] (the "**Chargor**") with you:

Account Number	Sort Code	Account Name

We give you notice that, by a composite debenture dated [***] 2022 the Chargor has charged to A 01 Securitisation S.À R.L. acting through its compartment "SV Tempo 1" (the "**Lender**") by way of a fixed charge its interest in and to the money from time to time standing to the credit of the accounts referred to above (the "**Charged Accounts**") and to all interest (if any) accruing on the Charged Accounts.

The Chargor irrevocably authorises and instructs you to disclose to the Lender any information relating to the Chargor and the Charged Accounts which the Lender may from time to time request you to provide.

The Lender confirms that, until you receive written notice from the Lender to the contrary, you are authorised to permit the Chargor to receive, withdraw or otherwise transfer any credit balance from time to time on the Charged Accounts without first obtaining the consent in writing of the Lender.

This notice and any non-contractual obligations arising out of or in connection with this notice are governed by the law of England.

Would you please acknowledge receipt of this letter and your acceptance of the above by signing the attached form of acknowledgement and returning it to A 01 Securitisation S.À R.L. acting through its Compartment "SV Tempo 1", 15, Boulevard F. W. Raiffeisen, L - 2411 Luxembourg, Grand Duchy of Luxembourg, for the attention of: [***]

Yours faithfully

[***]

Form of Acknowledgement from Bank

To: A 01 Securitisation S.À R.L acting through its compartment "SV Tempo 1" of 15, Boulevard F. W. Raiffeisen, L - 2411 Luxembourg, Grand Duchy of Luxembourg

For the attention of:

[**] 202[**]

Dear Sirs

We acknowledge receipt of a notice (a copy of which is attached) dated [**] 202[**] and addressed to us by [**] (the "**Chargor**"). Expressions defined in such notice have the same meanings in this acknowledgement.

We acknowledge and confirm that:

- (a) we accept the instructions in the notice and will act in accordance with the provisions of such notice until the Lender notifies us in writing that the notice is revoked;
- (b) we have not received notice that any third party has any interest in the Charged Accounts.

This acknowledgement and any non-contractual obligations arising out of or in connection with this acknowledgement are governed by the law of England and in connection with any proceedings with respect to this acknowledgment and any such non-contractual obligations we submit to the jurisdiction of the Courts of England for your exclusive benefit.

Yours faithfully

Part 2

Form of Notice to Counterparties

To: [insert name and address of counterparty]

Dated: 202[***]

Dear Sirs

Re: [identify the relevant agreement] (the "Agreement")

We notify you that we have [assigned, by way of security/charged] to A 01 Securitisation S.À R.L. acting through its compartment "SV Tempo 1" (the "**Lender**") all our right, title and interest in the Agreement as security for certain obligations owed by us to the Lender.

1. We further notify you that:
 - (a) you may continue to deal with us in relation to the Agreement until you receive written notice to the contrary from the Lender. Thereafter, we will cease to have any right to deal with you in relation to the Agreement and therefore, from that time, you should deal only with the Lender;
 - (b) you are authorised to disclose information in relation to the Agreement to the Lender on request;
 - (c) after receipt of written notice in accordance with paragraph 1(a) above, you must pay all monies to which we are entitled under the Agreement direct to the Lender (and not to us) unless the Lender otherwise agrees in writing; and
 - (d) the provisions of this notice may only be revoked or amended with the prior written consent of the Lender.
2. Please sign and return the enclosed copy of this notice to the Lender (with a copy to us) by way of confirmation that:
 - (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
 - (b) you will not amend in any way, waive or release any rights, interest or benefit in relation to the Agreement or terminate the Agreement without the prior written consent of the Lender;
 - (c) you have not received notice that we have assigned or charged our rights under the Agreement to a third party or created any other interest in the Agreement in favour of a third party; and
 - (d) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against us any right of set-off, counter-claim or other right relating to the Agreement.

This notice and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

..... for and on behalf of [***]

[On acknowledgement copy]

To: A 01 Securitisation S.À R.L acting through its compartment "SV Tempo 1".

Copy to: [***]

We acknowledge receipt of the above notice and the notifications therein, agree to abide by its terms and confirm the matters set out in paragraphs 2(a) to 2(d) (inclusive) above.

.....

for and on behalf of

[insert name of counterparty]

Dated: 202[***]

**SCHEDULE 3
FORM OF ACCESSION DEED**

This Accession Deed is made on

202[***]

Between:

- (1) [***] a company registered in England and Wales with registration number [**] whose registered office is at [***] (the “**New Chargor**”); and
- (2) **A 01 SECURITISATION S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg as an unregulated securitisation company (*société de titrisation*) within the meaning of the Luxembourg law of 22 March 2004 on securitisation, as amended from time to time, having its registered office at 15, Boulevard F. W. Raiffeisen, L-2411 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg trade and companies register (R.C.S. Luxembourg) under number B 260731, acting through its compartment “SV Tempo 1” (the “**Lender**”),

and is supplemental to a composite debenture granted by the Original Chargors in favour of the Lender on [***] 2022 (the “**Composite Debenture**”).

Now this Accession Deed witnesses as follows:

1. Definitions and Interpretation

Unless a contrary intention appears, words and expressions defined in the Composite Debenture shall have the same meaning in this Accession Deed and clause 1.2 (*Construction*) of the Composite Debenture shall apply to this Accession Deed.

2. Confirmation

The New Chargor confirms it has read and understood the content of the Composite Debenture.

3. Accession

With effect from the date of this Accession Deed, the New Chargor becomes a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Composite Debenture as if it had been a Chargor from [***] 2022 .

4. Security

- 4.1 Without prejudice to the generality of Clause 3 (*Accession*) of this Accession Deed, the New Chargor with full title guarantee in favour of the Lender:

- (a) charges by way of legal mortgage, all of its Property vested in it at the date of this Deed specified in Part 4 of the Schedule 1 (*Security Assets*);
- (b) charges by way of first fixed charge:

- (i) all Property not effectively mortgaged by (a) above;
 - (ii) all Plant and Machinery;
 - (iii) all Shares;
 - (iv) all Investments (other than the Shares);
 - (v) all Receivables directed to be paid into the Accounts;
 - (vi) the Accounts;
 - (vii) all Intellectual Property;
 - (viii) its goodwill and uncalled capital; and
- (c) by way of assignment by way of security:
- (i) all Insurances and Insurance Proceeds;
 - (ii) any Assigned Contract;
 - (iii) *[describe any other assets which are expressly stated to be assigned]*; and
 - (iv) all Related Rights in respect of each of the above.
- (d) by way of first floating charge, all its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under paragraphs (a) or (b) above or which are effectively assigned by way of security under paragraph (c) above.

4.2 The floating charge created by Clause 4.1(d) of this Accession Deed is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

5. **Construction**

Save as specifically varied in respect of the New Chargor only, the Composite Debenture shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the Composite Debenture so that all references to "this Deed" in the Composite Debenture shall include reference to this Accession Deed.

6. **Governing Law**

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

IN WITNESS WHEREOF the New Chargor and the Lender have caused this Accession Deed to be duly executed on the date appearing at the head of page 1.

[Add signature blocks after Schedule]

SCHEDULE TO ACCESSION DEED

Part 1 The Bank Accounts

Chargor	Bank	Account Number	Sort Code	Branch Address	Reference/designation

Part 2 Shares

Chargor	Name of company in which Shares are held	Number and class of shares	Details of nominees (if any) holding legal title to shares

Part 3 Assigned Contracts

Chargor	Date of contract	Parties to contract	Details of contract

Part 4 Property

--

SIGNATURES

Redacted in accordance with
section 859G of the Companies Act 2006

ORIGINAL CHARGORS

EXECUTED as a DEED by
LANTUM LTD
acting by Melissa Kate Alice Morris,
a director

)
)
)
)



in the presence of:




Witness signature:

Name (print):

Rachel Clelland

Address:



Occupation:

Finance Director

Redacted in accordance with
section 859G of the Companies Act 2006

EXECUTED as a DEED by
INNOVATIVE MEDIC LTD
acting by Melissa Kate Alice Morris,
a director

)
)
)
)



in the presence of:



Witness signature:

Name (print):

Rachel Clelland

Address:



Occupation:

Finance Director

Redacted in accordance with
section 859G of the Companies Act 2006

EXECUTED as a DEED by)
LOCUM ORGANISER LIMITED)
acting by Melissa Kate Alice Morris,)
a director)

[Redacted Signature]

in the presence of:

Witness signature:

[Redacted Signature]

Name (print):

Rachel Clelland

Address:

[Redacted Address]

Occupation:

Finance Director

Redacted in accordance with
section 859G of the Companies Act 2006

EXECUTED as a DEED by)
LOCUM ORGANISER UK LTD)
acting by Melissa Kate Alice Morris,)
a director)

[Redacted Signature]

in the presence of:

Witness signature:

[Redacted Signature]

Name (print):

Rachel Clelland

Address:

[Redacted Address]

Occupation:

Finance Director

Redacted in accordance with
section 859G of the Companies Act 2006

LENDER

EXECUTED as a **DEED** by)
A 01 SECURITISATION S.À R.L)
acting through its compartment)
"SV Tempo 1" acting by)
Melanie Wilkin and Sebastien Collard)
who in accordance with the laws of the)
relevant territory are authorised signatories)
and acting under the authority of the entity)

[Redacted signature area]