

VERSION 1 TECHNOLOGY LIMITED

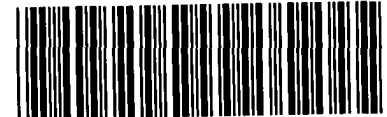
(Company Number: NI058529)

(The "Company")

WRITTEN RESOLUTION

Date of Circulation: 9 February 2022 ("Circulation Date")

THURSDAY



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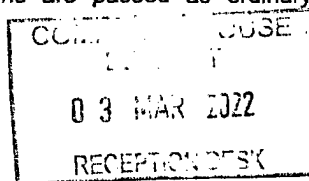
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COMPANIES HOUSE

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "2006 Act"), the directors of the Company propose that the following resolutions are passed as ordinary resolutions and special resolutions (as applicable) (the "**Resolutions**").

IT IS RESOLVED:-



ORDINARY RESOLUTIONS

1. THAT the directors of the Company be authorised and directed to execute and enter into:
 - a) An accession deed to a senior facilities agreement originally dated 31 March 2017 (as amended) between (amongst others) Tomas Limited and the Governor and Company of the Bank of Ireland (the "**Security Agent**"), which also constitutes a debtor accession deed for the purposes of an inter-creditor agreement dated 31 March 2017 and made between, among others, Tomas Limited, the Debtors (as defined therein), The Governor and Company of the Bank of Ireland as Security Agent, The Governor and Company of the Bank of Ireland as Facility Agent, the Lenders named on the signing pages, the Arrangers, and the Intra-Group Lenders (as defined therein);
 - b) A debenture from the Company in favour of the Security Agent; and
 - c) A pledge agreement governed by the laws of the State of New York in respect of the Company's shares in Version 1 Technology US Inc(together the "**Documents**").
2. THAT, notwithstanding any limitation on the Company's powers or objects or any restriction (whether arising by virtue of a director's conflict or because of any limitation, prohibition or restriction whatsoever) the terms of, and the transaction contemplated by, the Documents be approved.
3. THAT the actions of the Company and the directors of the Company in complying with each of the foregoing resolutions shall promote the success of the Company for the benefit of the shareholders as a whole and shall constitute (and be deemed to constitute for all purposes) a commercial benefit to the Company.

SPECIAL RESOLUTIONS

1. THAT the provisions of article 18 of the articles of association of the Company be deleted and replaced with the following wording:
 - "18.1 The Company has a lien (the "Company's lien") over every share which is partly paid for any part of:
 - (a) that share's nominal value; and
 - (b) any premium at which it was issued,which has not been paid to the Company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it.
 - 18.2 Subject to article 18.4, the Company's lien over a share:
 - (a) takes priority over any third party's interest in that share; and
 - (b) extends to any dividend or other money payable by the company in respect of that share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share.
 - 18.3 The directors may at any time decide that a share which is or would otherwise be subject to the Company's lien is not subject to it, either in whole or in part.
 - 18.4 Notwithstanding anything else contained in these articles, whether expressly or impliedly contradictory to the provisions of this article (to the effect that any provision contained in this article shall override any other provision of these articles) the Company's lien shall not apply to any shares which have been charged by way of security to a Secured Institution (as defined in article 26 below) by any shareholder of the Company from time to time."
2. THAT the articles of association of the Company be amended by inserting the following new article 26 immediately after article 25:

"26 SECURED INSTITUTIONS

- 26.1 Notwithstanding anything else contained in these articles, whether expressly or impliedly contradictory to the provisions of this article (to the effect that any provision contained in this article shall override any other provision of these articles), the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof where such transfer:
 - (a) is to any bank, institution or other person which has been granted a security interest in respect of such shares or to any nominee of such bank, institution, receiver (or similar officer) or other person (or a person acting as agent or security trustee for such person (a "Secured Institution");
 - (b) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or
 - (c) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security;
 - (d) and furthermore notwithstanding anything to the contrary contained in these articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall be required to provide any prior written notice

to the Company or 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 the articles or otherwise to require such shares to be transferred to them whether for consideration or not.

- 26.2 Notwithstanding anything else contained in these articles, whether expressly or impliedly contradictory to the provisions of this article (to the effect that any provision contained in this article shall override any other provision of these articles), any pre-emption rights contained in these articles shall not apply in relation to any shares which have been charged by way of security to a Secured Institution by any shareholder of the Company from time to time."

Please indicate your agreement to the resolutions set out above by signing below.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolutions above.

The undersigned, being the members entitled to vote on the Resolutions set out above on the day of 9 February 2022, hereby irrevocably agree to the Resolutions:

Signed by

VERSION 1 SOFTWARE UK LIMITED

Date:

Shareholding: 100%

Notes:

DocuSigned by:
Andrew Langford
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9 February 2022

1. If you agree with the Resolutions as above, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

By Hand: delivering the signed copy to 11th Floor, Lanyon Plaza, West Tower, 8, Lanyon Place, Belfast, Northern Ireland, BT1 3LP.

By Post: returning the signed copy by post to 11th Floor, Lanyon Plaza, West Tower, 8, Lanyon Place, Belfast, Northern Ireland, BT1 3LP.

If you do not agree to the Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
3. Unless, by 28 days from 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 during this date.
4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
5. If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document.