

WRITTEN RESOLUTIONS
of
LOCUM ORGANISER LIMITED
(Company number: 06905012)
(the "**Company**")
PRIVATE COMPANY LIMITED BY SHARES

Circulated 20 September 2022 ("**Circulation Date**")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 ("**Act**"), the sole director of the Company proposes that the resolutions be passed as an ordinary resolution below is passed as in the case of Resolution 1 and a special resolution in the case of Resolution 2 ("**Resolutions**").

ORDINARY RESOLUTION

1. **THAT:**
 - 1.1. the terms of and transactions contemplated by the Documents listed in Appendix 1 to which the Company is (or is to become) a party (as may be amended, varied, supplemented or substituted from time to time) (the "**Documents**") which the Company is proposing to enter into in connection with the proposed banking and finance arrangements of the Company be and are approved;
 - 1.2. The Company entering into the Documents was most likely to promote the success of the Company for the benefit of its members as a whole; and
 - 1.3. Notwithstanding any personal interest of any of the directors, the board of directors of the Company be and is hereby authorised, empowered and directed in the name of and on behalf of the Company to complete and enter into the Documents.

SPECIAL RESOLUTION

2. **THAT** the articles of association of the Company be amended by inserting the following new article as article 13 and the remaining articles be renumbered accordingly:

"13. TRANSFER OF SHARES

- 13.1 Notwithstanding anything contained in 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 or institution to which such shares have been charged by way of security, or to any nominee of such a bank or institution (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.
- 13.2 The Company shall have no lien on any shares which have been charged by way of security to a Secured Institution.
- 13.3 Any pre-emption rights contained in these articles of association 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."

The undersigned being the sole shareholder of the Company and entitled to vote on the Resolutions on 20 September 2022, hereby irrevocably agrees to the Resolutions:

DocuSigned by:

.....409AB91C86F44D8.....

Lantum Ltd

Dated 20 September 2022

APPENDIX 1**THE DOCUMENTS**

The documents defined in this Appendix 1 are each referred to as a **Document** and together referred to as the **Documents**.

1.	Facility Agreement	A facility letter and terms and conditions between A 01 Securitisation S.À R.L acting through its compartment "SV Tempo 1" (the "Lender"), the Borrower and the Original Guarantors (as defined therein). The Facility Agreement contains the terms on which the Lender will make available to the Borrower a term loan facility in the maximum aggregate principal amount of £4,000,000 for the purposes stated in the Facility Agreement.
2.	Debenture	A debenture by which the Company will grant fixed and floating charges over the whole of its property, assets and undertaking to secure its obligations to the Lender. The Debenture contains terms pursuant to which the Company provides a guarantee in favour of the Lender in respect of all liabilities due from all of the Chargors (as defined in the Debenture) to the Lender from time to time.
3.	Warrant Instrument	A warrant instrument to be entered into by the Company and constituting the Warrants.
4.	Barclays Deed of Release	A deed of release by which the Security Trustee agrees with the Released Entities to release the Released Assets and discharge all the Security Interests in consideration of the irrevocable and unconditional payment and discharge in full of the Company's liabilities to the Security Trustee (each term as defined therein).
5.	Investec Deed of Priority	An agreement between ICS, the Lender and the Borrower (each as defined therein) as to priority of payment to creditors of monies arising from the proceeds or the realisation of any charge over the assets of the Borrower.
6.	Certificates and other documents	Certificates and other documents to be delivered to the Lender pursuant to the Facility Agreement.

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.
2. 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.
3. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
4. Unless, by the expiry of 28 days after the Circulation Date sufficient agreement has been received for the Resolutions to be passed, it will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during that date.
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.