



**Registration of a Charge**

Company Name: **CRYPTOMATHIC LIMITED**

Company Number: **04111091**



Received for filing in Electronic Format on the: **20/10/2021**

XAFJ801D

**Details of Charge**

Date of creation: **06/10/2021**

Charge code: **0411 1091 0002**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED**

Brief description: **FIXED CHARGE OVER REAL PROPERTY, ACCOUNTS, INTELLECTUAL PROPERTY, CONTRACT RIGHTS AND ALL RELATED RIGHTS.**

**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: **ANGELA MCEWAN**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4111091

Charge code: 0411 1091 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th October 2021 and created by CRYPTOMATHIC LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th October 2021 .

Given at Companies House, Cardiff on 21st October 2021

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**

DATED 6 OCTOBER 2021

THE PERSONS LISTED IN SCHEDULE 1  
AS THE CHARGORS

IN FAVOUR OF

LUCID TRUSTEE SERVICES LIMITED  
AS SECURITY AGENT

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DEBENTURE

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THIS DEBENTURE is made by way of deed on 6 October 2021

BY:

- (1) THE PERSONS listed in Schedule 1 (The Chargors) (each a "**Chargor**") in favour of
- (2) LUCID TRUSTEE SERVICES LIMITED as trustee for each of the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the "**Security Agent**").

IT IS AGREED as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Debenture:

"**Account**" means each of the accounts opened or maintained by any Chargor with the Security Agent, any bank, building society, financial institution or other person (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby.

"**Act**" means the Law of Property Act 1925.

"**Collateral Rights**" means all rights, powers and remedies of the Security Agent provided by or pursuant to this Agreement or by law.

"**Contract**" means each document evidencing Intra-Group Liabilities in respect of which a Chargor is an Intra-Group Lender.

"**Contract Rights**" means any rights and interest of any kind which each Chargor now or at any later time has to, in or in connection with any Contract (including, without limitation, any rights of prepayment).

"**Facility Agreement**" means the senior term and revolving facilities agreement dated 8 June 2021 between, amongst others, REF IVV Bidco ApS as Borrower, Private Debt Investments (NST) (Luxembourg) S.à.r.l. and others as Arranger, Lucid Agency Services Limited as Agent and Lucid Trustee Services Limited as Security Agent.

"**Intercreditor Agreement**" means the intercreditor agreement dated 22 June 2021 between, amongst others, Lucid Agency Services Limited as Facility Agent, REF IVV Bidco ApS as Original Intra-Group Lender and Original Debtor and Lucid Trustee Services Limited as Security Agent.

"**Insolvency Legislation**" means:

- (a) the Insolvency Act 1986 and secondary legislation made under it; and
- (b) any other primary or secondary legislation in England from time to time relating to insolvency or reorganisation.

**"Insurances"** means all contracts and policies of insurance effected in respect of the Security Assets in which a Chargor is the insured or has an interest.

**"Real Property"** means any present or future freehold or leasehold or immovable property and any other interest in land or buildings and any rights relating thereto in which any Chargor has an interest.

**"Related Rights"** means, in relation to any asset:

- (a) the proceeds of sale or rental of any part of that asset ;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

**"Security Asset"** means any asset of a Chargor which is, or is expressed to be, subject to any Security created by this Deed.

**"Security Period"** means the period beginning on the date of this Deed and ending on the date on which the Security Agent is satisfied that:

- (a) No Secured Parties have any obligation, actual or contingent, to make any credit or other facility available to any Chargor under the Facility; and
- (b) All the Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

## **1.2 Terms defined in other Finance Documents**

Unless defined in this Debenture, or the context otherwise requires, a term defined in the Facility Agreement or in any other Finance Document has the same meaning in this Debenture, or any notice given under or in connection with this Debenture.

## **1.3 Construction**

In this Debenture:

- (a) the rules of interpretation contained in clauses 1.2(a)(v) (*Construction*) and 1.3 (*Currency Symbols and definitions*) of the Facility Agreement shall apply to the construction of this Debenture, or in any notice given under or in connection with this Debenture;
- (b) any reference to the "Security Agent", the "Secured Parties", the "Finance Parties", a "Chargor" , an "Additional Chargor" or any "Obligor" shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and permitted transferees in accordance with their respective

interests and, in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Intercreditor Agreement;

- (c) any reference to "including" and "include" shall mean including and include "without limitation" and any words following such terms shall be construed as illustrative and shall not limit the meaning or scope of the phrase or words preceding such terms; and
- (d) references in this Debenture to any Clause or Schedule shall be to a Clause or Schedule contained in this Debenture unless specified otherwise.

#### **1.4 Incorporation of provisions from Facility Agreement**

Clauses 17 (*Tax gross up and indemnities*), 19 (*Other indemnities*), 38.1 (*Accounts*), 38.2 (*Certificates and determinations*) and 41 (*Amendments and waivers*) of the Facility Agreement are deemed to form part of this Debenture as if expressly incorporated into it and as if all references in those clauses to the Facility Agreement were references to this Debenture.

#### **1.5 Limitations**

The limitations in Clause 22.11 (*Danish limitation language*) of the Facility Agreement shall apply *mutatis mutandis* to this Agreement and the Collateral Rights created hereunder.

### **2. COVENANT TO PAY**

#### **2.1 Covenant to pay**

Each Chargor covenants with the Security Agent that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Obligations in accordance with their respective terms.

#### **2.2 Default interest**

If any Chargor fails to pay any amount payable by it under this Debenture on its due date, interest shall accrue on the overdue amount (both before and after judgment) from the date of demand until the date of payment calculated on a daily basis at the rate determined in accordance with and on the terms set out in, clause 13.7 (*Default interest*) of the Facility Agreement.

### **3. CREATION OF SECURITY**

#### **3.1 General**

- (a) All the Security created under this Deed:
  - (i) is created in favour of the Security Agent;
  - (ii) is created over present and future Security Assets;
  - (iii) is security of the payment of the Secured Obligations; and

- (iv) is made with full title guarantee.
- (b) If the rights of a Chargor under a Contract or other contractual arrangement, deed or similar instrument cannot be secured or assigned without the consent of a party to that Contract or other contractual arrangement, deed or similar instrument:
  - (i) the Security will secure all amounts which each Chargor may receive, or has received, under that document but exclude the document itself; and
  - (ii) if so requested by the Security Agent, each Chargor must use reasonable endeavours to obtain the consent of the relevant party to that Contract or other contractual arrangement, deed or similar instrument being secured under this Deed,

in each case subject to the Agreed Security Principles.

### 3.2 Fixed Charges

- (a) Subject to Clause 3.4 (Excluded Assets), each Chargor charges Real Property, Accounts, Intellectual Property, Contract Rights and all Related Rights by way of fixed charge.
- (b) The fixed charge created by each Chargor pursuant to paragraph (a) above ranks in priority to any other Security Interest over the relevant Security Assets.

### 3.3 Floating Charge

- (a) Each Chargor charges by way of floating charge those Real Property, Accounts, Intellectual Property, Contract Rights, Related Rights and all other assets of the Chargors not at any time otherwise effectively charged by way of fixed charge (as applicable) under this Deed.
- (b) The floating charge created by a Chargor pursuant to paragraph (a) above ranks in priority to any other floating charge created over the relevant Security Assets.
- (c) The Security Agent may by notice to a Chargor convert the floating charge created by a Chargor under this Clause 3.3 into a fixed charge as regards any of a Chargor's Security Assets specified in that notice on or after the occurrence of a Declared Default which is continuing or if the Security Agent considers those Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution, sequestration or other legal process or to be otherwise in jeopardy.
- (d) The floating charge created by this Clause 3.3 will automatically convert into a fixed charge over the relevant Security Assets if:
  - (i) A Chargor takes any step towards creating or permitting the creation of a Security Interest over any of the Security Assets in favour of a third party other than the Permitted Security; or



- (ii) an order is made or a resolution is passed for the winding up or dissolution in respect of any Chargor or any analogous procedure or step is taken in any jurisdiction (other than in respect of a winding up or dissolution approved by the Security Agent or as permitted under the terms of the Finance Documents).

#### **3.4 Excluded Assets**

Notwithstanding any other provision of this Deed but without prejudice to Clause 3.3 (Floating Charge), no Security will be created under Clause 3.2 (Fixed Charges) of this Deed over:

- (a) third party liability insurance policies or insurance policies in respect of which the principal beneficiary is someone other than a member of the Group;
- (b) any Intellectual Property which cannot be secured under the terms of the relevant licensing agreement;
- (c) any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law;
- (d) any trade receivables which cannot be secured under the terms of the relevant contract;
- (e) any leases which require landlord consent to the grant of such Security and a Chargor shall be under no obligation to obtain such consent or, nor to investigate the possibility thereof;
- (f) any real estate which requires the Security Agent to enter into any additional documentation before such Security may be granted (including, but not limited to, deeds of covenant); and
- (g) any asset located outside of England and Wales.

#### **3.5 Rights of the Chargors**

Notwithstanding any other provision of this Deed but subject to any restrictions in any of the other Finance Documents, each Chargor shall, prior to the occurrence of a Declared Default, be freely entitled to:

- (a) receive, withdraw or otherwise transfer any credit balance from time to time on any Account and otherwise deal with such Accounts in the course of its business subject to the terms of the Finance Documents;
- (b) deal with any Contract Rights in the course of its business;
- (c) pay, receive and retain all dividends, interest and other monies arising from any shares subject to the terms of the Finance Documents;

- (d) exercise (or refrain from exercising) all voting rights in relation to any shares and legal title to such shares shall remain with the relevant Chargor;
- (e) deal with any fixed assets in the course of its business and as otherwise permitted under any Finance Document;
- (f) deal with, use, licence and otherwise commercialise any Intellectual Property (including the proceeds) in the course of its business (including, without limitation, allowing its Intellectual Property to lapse or withdrawing the registration of Intellectual Property rights from Intellectual Property if permitted by the Finance Documents); and
- (g) deal with any trade receivables in the course of its business.

#### 4. UNDERTAKINGS

##### 4.1 Insurance

- (a) Subject to the Agreed Security Principles, if and to the extent requested by the Security Agent, the Chargors will:
  - (i) provide details of all its Insurances;
  - (ii) notify the Security Agent of any material claims made and material payments it receives from its Insurances; and
  - (iii) notify the Security Agent of material changes to the terms of its Insurances
- (b) If the Chargors fails to pay any premiums in respect of its Insurances, the Security Agent may (without any obligation to do so) make such payments on the Chargors behalf, and all monies spent by the Security Agent in doing so shall be reimbursed by the Chargors to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed in accordance with clause 13.7 (*Default interest*) of the Facility Agreement.

##### 4.2 Information

Subject to the Agreed Security Principles, each Chargor will provide all information requested at any time by the Security Agent relevant to the quantity, description and value of the Security Assets.

#### 5. RESTRICTION ON DEALINGS

A Chargor may not:

- (a) create or permit to subsist any Security Interest over any Security Asset save for the Permitted Security; or

- (c) sell, transfer, licence, lease, grant options or rights over or otherwise dispose of any Security Asset except as permitted under the Facility Agreement.

## **6. CONTRACTS**

### **6.1 No obligations on Security Agent**

Each Chargor shall remain liable to perform all their respective obligations connected with the Contract Rights and the Security Agent shall not in any circumstances have or incur any obligation of any kind in connection with the Contract Rights.

## **7. RELEASE OF SECURITY**

### **7.1 Release of Security**

Upon the expiry of the Security Period, the Security Agent shall, at the request and cost of each Chargor, release and cancel the Security created by this Debenture and procure the reassignment to the relevant Chargor of the property and assets assigned to the Security Agent pursuant to this Debenture, in each case subject to Clause 7.2 (*Clawback*) and without recourse to, or any representation or warranty by, the Security Agent or any of its nominees.

### **7.2 Clawback**

If the Security Agent considers that any amount paid or credited to any Secured Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of each Chargor under this Debenture and the Security created by those documents will continue and such amount will not be considered to have been irrevocably paid or credited.

## **8. ENFORCEMENT**

### **8.1 Enforcement**

The Security will become immediately enforceable while a Declared Default is continuing or if a Chargor requests the Security Agent in writing to enforce the Security.

### **8.2 Power of Sale**

The power of sale and other powers conferred by Section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after the Security has become enforceable.

### **8.3 Method of Enforcement**

The Security Agent may enforce the Security by:

- (a) appointing a Receiver of any Security Assets;
- (b) taking possession of, receiving the benefit of or selling Security Assets, giving notice to a Chargor or to any other person in relation to any Security Assets,

exercising a right of set-off or in any other manner permitted by law, whether in England and Wales or any other jurisdiction.

#### **8.4 General**

- (a) For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) shall not apply to the Security.

#### **8.5 Privileges**

Each Receiver and the Security Agent are entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act.

#### **8.6 Third Parties**

No person (including a purchaser) dealing with the Security Agent, a receiver or their agents will be concerned to enquire:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any of the Secured Obligations are unpaid; or
- (d) how any money paid to the Security Agent or the Receiver is to be applied.

### **9. RECEIVER**

#### **9.1 Appointment**

- (a) A Receiver must be appointed by an instrument in writing and otherwise in accordance with Insolvency Legislation.
- (b) Section 109(1) of the Act shall not apply to this Deed.
- (c) If at any time two or more persons hold the office of Receiver, they may act jointly and/or severally so that each shall be entitled (unless stated otherwise in the instrument appointing them) to exercise the Receiver's powers on their own.

#### **9.2 Removal**

The Security Agent may, to the fullest extent permitted by law, by writing under its hand remove any Receiver appointed by it and may whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

### **9.3 Remuneration**

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the Act shall not apply.

### **9.4 Agent of the Chargors**

A Receiver will be deemed to be the agent of the Chargors for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargors are responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver. No Finance Party will incur any liability (either to the respective Chargor or to any other person) by reason of the appointment of a Receiver.

### **9.5 Relationship with Security Agent**

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after the Security becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

## **10. POWERS OF RECEIVER**

### **10.1 Powers**

(a) A Receiver will have:

- (i) the powers given to administrators and administrative receivers under the Insolvency Legislation;
- (ii) the powers given to a mortgagee or receiver by the Act; and
- (iii) the power to do, or omit to do, on behalf of the Chargors, anything which the Chargors could have done, or omitted to do, if the Security Assets were not the subject of the Security and the Chargors was not in insolvency proceedings,

in each case in respect of the Security Assets over which he is appointed.

(b) Except to the extent provided by law, none of the powers described in this Clause 10 will be affected by an Insolvency Event in relation to the Chargors.

## **11. APPLICATION OF PROCEEDS**

### **11.1 Priority**

Any moneys received by the Security Agent or any Receiver after the Security has become enforceable must be applied in accordance with clause 18 (Application of proceeds) of the Intercreditor Agreement.

## **11.2 Shortfall**

Clause 11.1 (*Priority*) does not prejudice the right of any Finance Party to recover any shortfall from the Chargors

## **12. POWER OF ATTORNEY**

(a) Subject to paragraph (b) below, each Chargor, by way of security, irrevocably appoints the Security Agent and each Receiver to be its attorney to:

- (i) take any action which each Chargor is obliged to take under this Deed; and
- (ii) exercise any of the rights conferred on the Security Agent and each Receiver by this Deed or by law,

and each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 12.

(b) The Security Agent and any Receiver shall only be able to exercise a power of attorney under this Deed after:

- (i) the occurrence of a Declared Default; or
- (ii) the relevant Chargor has failed to comply with the terms of clause 27.27 (Further Assurance) of the Facility Agreement or any obligation under the Finance Documents to perfect Security within 10 Business Days of being notified of such failure (with a copy of such notice being served on the Company) and being requested to comply.

## **13. DISCRETION AND DELEGATION**

### **13.1 Discretion**

Any liberty or power which may be exercised or any determination which may be made under this Debenture by the Security Agent or any Receiver may, subject to the terms and conditions of the Intercreditor Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

### **13.2 Delegation**

Each of the Security Agent and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Debenture (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Security Agent or the Receiver itself.

## **14. MISCELLANEOUS**

### **14.1 Continuing Security**

The Security is continuing security and shall not be satisfied, discharged or affected by any intermediate payment or settlement of account and shall secure the ultimate balance of the Secured Obligations from time to time owing.

### **14.2 Amendments and consents**

No amendment, waiver or consent in respect of this Deed shall be effective unless made in writing.

### **14.3 Assignment**

The Security Agent may assign, transfer or grant a participation in the whole or any part of the benefit of this Deed to any person to whom all or any part of its rights and obligations under the Facility Agreement are assigned, transferred or participated. The Security Agent may disclose any information concerning each Chargor to any such prospective or actual assignee, transferee or participant.

### **14.4 Certificate conclusive**

A certificate of an officer of the Security Agent as to amounts due under this Deed shall be conclusive in the absence of manifest error.

### **14.5 Liability to third parties**

No term of this Deed shall be enforceable by any person who is not a party to it under the Contracts (Rights of Third Parties) Act 1999.

### **14.6 Additional Security**

The Security shall be additional to any other present or future security held from each Chargor or any other person in respect of the Secured Obligations.

### **14.7 Appropriations and suspense account**

Until the end of the Security Period, each Finance Party may, without affecting the liability of each Chargor under this Deed:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party in respect of those amounts; or
- (b) apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise); and
- (c) hold in an interest-bearing suspense account any moneys received from each Chargor or on account of each Chargor's liability under this Deed.

#### **14.8 New account**

If any Finance Party receives notice of any Security Interest (other than Permitted Security) affecting any Security Asset or, if, owing to the occurrence of any event or for any other reason, the Security would otherwise cease to any extent to be a continuing security for the Secured Obligations, each Finance Party may open a new account with each Chargor. If any Finance Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to receive notice of that Security Interest, event or reason. As from that time all payments received by each Finance Party will be credited or treated as credited to the new account and will not reduce the amount of the Secured Obligations.

#### **14.9 Reinstatement**

Any release, settlement or discharge between the Security Agent and each Chargor shall be conditional upon no security, disposition or payment to any Finance Party by each Chargor or any other guarantor or provider of security being avoided, set aside, reduced or ordered to be refunded by virtue of any statutory provision relating to insolvency or liquidation for the time being in force or for any reason whatsoever. If the same is so avoided, set aside, reduced or ordered to be refunded, the Security Agent shall be entitled to recover the value or amount of any such security, disposition or payment from each Chargor subsequently as if such settlement or discharge had not occurred. The Security Agent shall be entitled to concede or compromise any claim that any security or payment is liable to avoidance or repayment.

#### **14.10 Severability**

If any provision of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, it shall not affect the validity or enforceability:

- (a) in that jurisdiction of any other provision; or
- (b) in any other jurisdiction of that or any other provision.

#### **14.11 Rights and waivers**

The rights of the Security Agent under this Deed:

- (a) may be exercised as often as necessary;
- (b) are in addition to and not in place of its rights under general law;
- (c) may be waived only in writing; and
- (d) shall not be waived by virtue of any delay in exercising them.

### **15. GOVERNING LAW AND JURISDICTION**

#### **15.1 Governing Law**

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



**15.2 Submission to jurisdiction**

The courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, or any non-contractual obligation arising out of or in connection with this Deed.

**15.3 Appropriate jurisdiction**

The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle such disputes and accordingly no such party will claim to the contrary.

**15.4 Other courts**

Clauses 15.2 (*Submission to jurisdiction*) and 15.3 (*Appropriate jurisdiction*) are for the benefit of the Security Agent only. Accordingly the Security Agent may take proceedings relating to such disputes in any courts with jurisdiction.

**THIS DEED** has been executed and delivered as a deed on the date stated at the beginning of it.

**SCHEDULE 1  
THE CHARGORS**

<b>Name and Company Number of Chargor</b>	<b>Jurisdiction</b>
Cryptomathic Limited, company number 04111091	England and Wales
Aconite Technology Limited, company number 03929079	England and Wales
Aconite Consulting Limited, company number 04277447	England and Wales
Aconite Solutions Limited, company number 04277444	England and Wales

SIGNATURE PAGE

The Chargors

EXECUTED AS A DEED

by CRYPTOMATHIC LIMITED

[Redacted Signature]

MORTEM LANDROK

in the presence of

[Redacted Signature]

CHARLOTTE MOLLERANDERSEN

[Redacted Address]

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

EXECUTED AS A DEED

by ACONITE TECHNOLOGY LIMITED

.....

.....

in the presence of

.....

.....

.....

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

**SIGNATURE PAGE**

**The Chargors**

**EXECUTED AS A DEED** )  
**by CRYPTOMATHIC LIMITED** )  
 )

..... Signature of director

..... Name of director

in the presence of

..... Signature of witness

..... Name of witness

..... Address of witness

**EXECUTED AS A DEED** )  
**by ACONITE TECHNOLOGY LIMITED** )  
 )

..... Signature of director

PETER LANDROCK  
..... Name of director

in the presence of

 Signature of witness

MARCI ANNE LANDROCK  
..... Name of witness

 Address of witness

**EXECUTED AS A DEED**

)

by **ACONITE CONSULTING LIMITED**

)

[Redacted Signature]

)

PETER LANDROCK

Signature of director

Name of director

in the presence of

[Redacted Signature]

Signature of witness

MARIANNE LANDROCK

Name of witness

[Redacted Address]

Address of witness

**EXECUTED AS A DEED**

)

by **ACONITE SOLUTIONS LIMITED**

)

[Redacted Signature]

)

PETER LANDROCK

Signature of director

Name of director

in the presence of

[Redacted Signature]

Signature of witness

MARIANNE LANDROCK

Name of witness

[Redacted Address]

Address of witness

The Security Agent

For and on behalf of

LUCID TRUSTEE SERVICES LIMITED

By:

Name:

Fergus McWilliams

Title: