



Registration of a Charge

Company name: **TOPHAT TECHNOLOGIES LIMITED**

Company number: **10302325**



X7WMDC5U

Received for Electronic Filing: **07/01/2019**

Details of Charge

Date of creation: **19/12/2018**

Charge code: **1030 2325 0003**

Persons entitled: **SOLUTUS ADVISORS LIMITED**

Brief description: **ALL THAT LEASEHOLD PROPERTY KNOWN AS PLOT 4B, DOVE VALLEY PARK, FOSTON, DERBYSHIRE DE65 5BT. TITLE NUMBER DY511070.**

Contains fixed charge(s).

Contains floating charge(s) .

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:

TAYLOR WESSING LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10302325

Charge code: 1030 2325 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th December 2018 and created by TOPHAT TECHNOLOGIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th January 2019 .

Given at Companies House, Cardiff on 9th January 2019

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

19 December 2018

**EACH OF THE ENTITIES LISTED IN SCHEDULE 8 TO THIS DEED
as Chargors**

and

**SOLUTUS ADVISORS LIMITED
as Security Agent**

2ND AMENDMENT GUARANTOR DEBENTURE

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THIS DEBENTURE is made on 19 December 2018

BETWEEN

- (1) EACH OF THE ENTITIES LISTED IN SCHEDULE 8 TO THIS DEED (together the "Chargors" and each a "Chargor"); and
- (2) SOLUTUS ADVISORS LIMITED (as "Security Agent").

AGREED TERMS

1. Definitions and Interpretation

1.1 Definitions

Unless otherwise defined, in this deed terms defined in the Agreement have the same meaning (*mutatis mutandis*) when used herein and:

"Administrator" means any one or more persons appointed as an administrator of a Chargor by the Security Agent under paragraph 14 of schedule B1 to the Insolvency Act;

"Agreement" means a loan agreement dated 21 December 2017 (as amended and restated on 12 September 2018, as further amended on or around the date of this deed and as further amended and/or restated from time to time after the date of this deed) originally made between (i) JG Chatham Limited (as borrower), (ii) Tophat Industries Limited (as guarantor), (iii) the financial institutions named in schedule 2 to such loan agreement (as original lenders) and (iv) Solutus Advisors Limited (as agent and security agent);

"Charged Property" means the assets mortgaged, charged or assigned by the Chargors under this deed;

"Debts" means all book and other debts and rights to money and income (other than Rental Income) liquidated and unliquidated due or owing to any Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but excluding cash at bank;

"Dividends" means all dividends, interest and other money payable in respect of the Group Shares and Investments;

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 SI 2003/3226;

"Group Shares" means all the shares specified in schedule 3 and any offer, right or benefit in respect of any such shares other than Dividends;

"Insolvency Act" means the Insolvency Act 1986;

"Intellectual Property" means all present and future rights of a Chargor in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing;

"Investment" means any:

- (a) stock, share, bond or any form of loan capital of or in any legal entity excluding the Group Shares;
- (b) unit in any unit trust or similar scheme;
- (c) warrant or other right to acquire any such investment,

and any offer, right or benefit in respect of any such investment other than Dividends;

"LPA" means the Law of Property Act 1925;

"Plant and Equipment" means any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property which are not Real Property;

"Property" means the property described in schedule 1;

"PSC Enforcement Notice" means in the case of a PSC Entity that is a company a warning notice or restriction notice (each as defined in Schedule B1 paragraph 1 (2) of the Companies Act 2006) or in the case of a PSC Entity that is a limited liability partnership a warning or restriction notice as so defined in that Schedule as applied to limited liability partnerships by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009;

"PSC Entity" means any company or other entity the shares or other interests in which form part of the Charged Property;

"PSC Information Request" means in the case of a PSC Entity that is a company a notice issued under s790D (2) or (5) of the Companies Act 2006 or in the case of a PSC Entity that is a limited liability partnership a notice issued under those sections of that Act as modified and applied to limited liability partnerships by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009;

"Real Property" means:

- (a) any freehold, leasehold or immovable property (including the Property);
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property;

"Related Rights" means, in relation to an agreement, any guarantee or security for the performance of any such agreement, any money now or at any time in the future due or owing to a Chargor under or in connection with any such agreement, all claims for damages or other remedies in respect of any present or future breach of such agreement and all rights and remedies for enforcing such agreement;

"Rental Income" means the aggregate of all amounts paid or payable to or for the account of any Chargor in connection with the letting, licence or grant of other rights of use or occupation of any part of the Property, including each of the following amounts:

- (a) rent, licence fees and equivalent amounts paid or payable;
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations;
- (c) a sum equal to any apportionment of rent allowed in favour of a Chargor;

- (d) any other moneys paid or payable in respect of occupation and/or usage of the Property and any fixture and fitting on that Property including any fixture or fitting on the Property for display or advertisement, on licence or otherwise;
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
- (f) any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement or extension of any Lease;
- (g) any sum paid or payable in respect of a breach of covenant or dilapidations under any Lease;
- (h) any sum paid or payable by or distribution received or receivable from any guarantor of any occupational tenant under any Lease;
- (i) any Tenant Contributions; and
- (j) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by a Chargor;

"Secured Liabilities" means all obligations of the Obligors owed or expressed to be owed to the Secured Parties (or any of them) under or in connection with the Finance Documents whether owed jointly or severally, as principal or surety or in any other capacity; and

"Specified Plant and Equipment" means that Plant and Equipment listed in schedule 2 (Specified Plant and Equipment).

"Tenant Contributions" means:

- (a) any amount paid or payable to a Chargor by any tenant under a Lease or any other occupier of the Property:
 - (i) by way of contribution to:
 - (A) ground rent;
 - (B) insurance premia;
 - (C) the cost of an insurance valuation;
 - (D) a service or other charge in respect of a Chargor's costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, the Property; or
 - (E) a reserve or sinking fund;
 - (ii) by way of VAT; or
- (b) any other amount from time to time agreed between the Agent and a Chargor in writing.

1.2 *Interpretation*

In this deed, unless a contrary indication appears:

- (a) **"obligations"** means obligations and liabilities;
- (b) references to obligations and liabilities include the whole or any part of them, present and future, actual and contingent;
- (c) any reference to **"powers"** includes rights, powers, discretions and authorities; and
- (d) any reference to any asset includes any proceeds of sale of any such asset.

1.3 *Construction of charging clause*

Each of the security interests created by clause 3 (Fixed Security) shall be construed as separate and distinct interests over the relevant assets so that the recharacterisation for any reason of any security interest over any one asset shall not affect the nature of the security interest created over any other asset.

1.4 *Incorporation*

This deed incorporates the terms of the Finance Documents and any side letters between the parties to the extent required to ensure the validity of any purported disposition under this deed of any freehold or leasehold property under s2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2. **Undertaking to Pay**

The Chargors undertake with the Security Agent to pay the Secured Liabilities to the Security Agent when due.

3. **Fixed Security**

As continuing security for the payment of the Secured Liabilities each Chargor with full title guarantee:

- 3.1 charges to the Security Agent by way of legal mortgage the Property;
- 3.2 assigns to the Security Agent by way of fixed security its rights and interest in:
 - (a) any present or future right to occupy any the Property under licence;
 - (b) rights under any present or future contract for the purchase of the Property and any Related Rights;
- 3.3 charges to the Security Agent by way of fixed charge its rights and interest in:
 - (a) the Modules;
 - (b) any Plant and Equipment; and
 - (c) any Specified Plant and Equipment;

- 3.4 charges to the Security Agent by way of fixed charge its rights and interest in any agreements listed in schedule 4 (List of Agreements) and any Related Rights to the extent capable of charge without infringing any provision of such agreement and if the terms of any agreement listed in schedule 4 (List of Agreements) require the consent of any party to such agreement to the charge to the Security Agent which consent has not been obtained at the date of this deed such charge shall take effect immediately on such consent being obtained; and
- 3.5 to the extent that any agreement listed in schedule 4 (List of Agreements) is not capable of charge without infringing any provision of such agreement, charges to the Security Agent the proceeds of any Related Rights in respect of such agreement.

4. Floating Security

4.1 *Floating charge*

As continuing security for the payment of the Secured Liabilities each Chargor charges to the Security Agent by way of floating charge with full title guarantee the whole of its present or future assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Security Agent by way of fixed security under clause 3 (Fixed Security).

4.2 *Conversion*

Subject to clause 4.3 (Moratorium under Insolvency Act), the Security Agent may at any time by written notice to a Chargor convert the floating charge created by clause 4.1 (Floating Charge) into a fixed charge as regards any assets specified in the notice if:

- (a) an Event of Default has occurred which is continuing; or
- (b) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

4.3 *Moratorium under Insolvency Act*

The Security Agent shall not be entitled to convert the floating charge created by clause 4.1 (Floating Charge) into a fixed charge as a result only of a Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under s1A of and schedule A1 to the Insolvency Act.

4.4 *Qualifying floating charge*

Paragraph 14(2)(a) of schedule B1 to the Insolvency Act applies to the floating charge created by clause 4.1 (Floating Charge) which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act.

5. Notices of Assignment

5.1 *Notice of assignment of Rental Income and acknowledgement*

Following an Event of Default which is continuing, Tophat Industries shall give notice of assignment of the Rental Income substantially in the form set out in part 1 of schedule 5 to each tenant of the Property and shall use its reasonable endeavours to procure that each such tenant executes and delivers to the Security Agent an

acknowledgement of such notice substantially in the form set out in part 2 of schedule 5.

5.2 *Notice of charge of accounts*

At any time following the conversion of the floating charge created by clause 4.1 (Floating Charge) into a fixed charge pursuant to clause 4.2 (Conversion), each Chargor shall give notice of the charge of each of its bank substantially in the form set out in part 1 of schedule 6 to the financial institutions with which each relevant account is held and shall use reasonable endeavours to procure that such financial institution executes and delivers to the Security Agent an acknowledgement of such notice substantially in the form set out in part 2 of schedule 6.

5.3 *Notice of assignment of agreements*

If:

- (a) an Event of Default has occurred which is continuing; or
- (b) the Security Agent considers those assets charged under clause 3.4 to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy,

to the extent required by the Security Agent, Tophat Industries shall give notice of the charge of any agreement assigned to the Security Agent under clause 3.4 in the form set out in part 1 of schedule 7 to the other party or parties to such agreement and shall use its reasonable endeavours to procure that such party or parties executes and delivers to the Security Agent an acknowledgement of such notice in the form set out in part 2 of schedule 7.

5.4 *Security Agent may give notice*

Nothing in this clause 5 shall prevent the Security Agent from giving any notice it considers necessary in relation to the Security created over any Charged Property.

6. Debts

Each Chargor shall:

- 6.1 use its best endeavours (having regard to the interests of the Security Agent) to realise the Debts and not give any release or waiver or do anything which may prejudice the collection and recovery of any of the Debts;
- 6.2 from time to time if required by the Security Agent (acting reasonably) provide the Security Agent with the names and addresses of the debtors of that Chargor and the amount of the Debts owing from each of them and such other information relating to the Debts as the Security Agent may require;
- 6.3 at any time following the conversion of the floating charge created by clause 4.1 (Floating Charge) into a fixed charge pursuant to clause 4.2 (Conversion), pay the proceeds of realisation of any Debt into the Disbursement Account.

7. Group Shares and Investments

7.1 *Deposit of certificates*

The Chargors shall deposit with the Security Agent:

- (a) on or before the date of this deed, the certificates or other documents of title to each Group Share and Investment owned by each Chargor on such date;
- (b) on the date of the acquisition of any Group Share or Investment acquired by each Chargor after the date of this deed or on the withdrawal of any Group Share or Investment owned by each Chargor from any clearance system, the certificates or other documents of title to each such Investment;
- (c) together with the certificates or other documents of title referred to in paragraphs (a) and (b) above, duly executed undated blank transfers in respect of each such Group Share or Investment and forms of waiver of any pre-emption rights necessary to enable such transfers to be registered.

7.2 *Payment of money due*

Each Chargor shall promptly pay all money which may from time to time be due in respect of any Group Share or Investment forming part of the Charged Property.

7.3 *Nominees*

If any Group Share or Investment forming part of the Charged Property is registered in the name of a nominee each Chargor shall on demand provide to the Security Agent an equitable mortgage over such Group Share or Investment or power of attorney or acknowledgement of the rights created by this deed over such Group Share or Investment in favour of the Security Agent in such terms as the Security Agent may reasonably require duly executed by or on behalf of such nominee.

7.4 *Completion of transfers*

At any time following the conversion of the floating charge created by clause 4.1 (Floating Charge) into a fixed charge pursuant to clause 4.2 (Conversion), the Security Agent may complete any transfers of any Group Share or Investment delivered to it under clause 7.1(c) in favour of itself or any nominee for it as transferee and may present the same for registration.

7.5 *Dividends and voting rights before Event of Default*

The Chargors shall be entitled to exercise each of the following rights until the conversion of the floating charge created by clause 4.1 (Floating Charge) into a fixed charge pursuant to clause 4.2 (Conversion) and the Security Agent gives notice of its intention to exercise any of such rights:

- (a) to receive all Dividends in respect of any Group Share or Investment free from the security created by this deed; and
- (b) to exercise all voting rights attached to any Group Share or Investment and if the Security Agent is registered as the holder of any such Group Share or Investment it will exercise all voting rights attached to it as directed by the relevant Chargor.

7.6 *Dividends and voting rights after Event of Default*

At any time following the conversion of the floating charge created by clause 4.1 (Floating Charge) into a fixed charge pursuant to clause 4.2 (Conversion), the Security Agent shall be entitled to exercise each of the following rights at any time after this deed becomes enforceable and the Security Agent gives the Chargors notice of its intention to exercise such right itself:

- (a) to receive all Dividends and apply them in reduction of the Secured Liabilities whether or not any Group Share or Investment is registered in the name of the Security Agent or any nominee for the Security Agent or in the name of a Chargor or any nominee for a Chargor;
- (b) at its discretion to exercise or procure the exercise of all voting rights attached to any Group Share or Investment registered in the name of the Security Agent or any nominee for the Security Agent for the purpose only of preserving the value of such Group Share or Investment or realising the security over such Investment created by this deed; and
- (c) to require a Chargor to exercise any voting rights attached to any Group Share or Investment registered in the name of a Chargor or any nominee for a Chargor as directed by the Security Agent for the purpose mentioned in paragraph (b) above.

7.7 *Security Agent may give up voting rights*

The Security Agent may at any time by giving notice to a Chargor give up any right it may have under clause 7.6(b) or clause 7.6(c) in relation to any of the Group Shares or Investments specified in such notice (the "**Notified Shares**") whereupon such Chargor may exercise all voting rights in relation to the Notified Shares subject to the terms of the Finance Documents.

7.8 *Dematerialisation*

Each Chargor must promptly take all action required for the rematerialisation of any Group Share or Investment forming part of the Charged Property held in dematerialised form in a clearance system.

8. **Modules**

Each Chargor shall deposit with the Security Agent:

- 8.1 on or before the date of this deed, the vesting certificates or other documents of title to each Module owned by it on such date; and
- 8.2 on the date of the production or acquisition of any Module acquired or produced by a Chargor after the date of this deed, the vesting certificates or other documents of title to each such Module.

9. **Representations**

9.1 *Duration and Scope*

Each Chargor makes the following representations and warranties to the Security Agent on the date of this deed:

- (a) no PSC Information Request has been issued to the Chargor in respect of any PSC Entity other than any PSC Information Request with which the Chargor has complied or in respect of which the Chargor has provided a valid reason for non-compliance; and
- (b) no PSC Enforcement Notice has been issued in respect of the shares or other interests in any PSC Entity.

9.2 *Repetition*

The representations and warranties in this clause are deemed to be made by each Chargor by reference to the facts and circumstances then existing on each day on which any Repeating Representations are deemed to be made under the Agreement.

10. **Negative Undertakings**

10.1 *Negative pledge*

No Chargor shall create nor permit to subsist any Security over any of the Charged Property other than a Permitted Security.

10.2 *Disposals*

No Chargor shall sell, transfer, lease or otherwise dispose or purport or agree to dispose of:

- (a) any of its assets which are expressed to be mortgaged by way of legal or equitable mortgage, assigned by way of security or charged by way of fixed security or charge to the Security Agent under clause 3 (Fixed Security);
- (b) any of its other assets other than on arm's length terms in the ordinary course of its trading,

other than as permitted under clause 20.4 (Disposals) of the Agreement.

11. **Undertakings relating to the Charged Property**

11.1 *Proprietorship*

No Chargor shall permit any person:

- (a) to be registered as proprietor under the Land Registration Act 2002 of any Charged Property nor create or permit to arise any interest referred to in schedule 1 or schedule 3 of such Act affecting any Charged Property; or
- (b) to become entitled to any proprietary right or interest which might affect the value of any Charged Property (save as permitted under the Agreement).

11.2 *Powers of leasing*

Each Chargor's statutory and any other powers of entering into Leases and accepting or agreeing to accept surrenders of Leases are excluded except to the extent (if any) specifically provided in the Agreement.

11.3 *Identification plate*

(a) A Chargor shall:

(i) place and maintain on:

(A) any Specified Plant and Equipment forming part of the Charged Property; and

(B) any Module forming part of the Charged Property,

in a conspicuous place, a clearly legible identification plate containing the following wording:

"NOTICE OF CHARGE

This [description of item] and ancillary equipment is subject to a fixed charge in favour of Solutus Advisors Limited."; and

(ii) if so requested by the Security Agent, place and maintain on any Plant and Equipment forming part of the Charged Property and not otherwise covered under clause 11.3(a)(i) in a conspicuous place, a clearly legible identification plate containing the following wording:

"NOTICE OF CHARGE

This [description of item] and ancillary equipment is subject to a fixed charge in favour of Solutus Advisors Limited.".

(b) The Parties acknowledge the terms contained under clause 21.7 (Tophat Factory Site Lease) of the Agreement.

11.4 *PSC Register*

(a) Each Chargor shall promptly, and in any event within three Business Days, notify the Security Agent if any PSC Information Request is issued to a Chargor in respect of any PSC Entity and shall:

(i) comply with each such PSC Information Request or provide a valid reason for non-compliance;

(ii) provide the Security Agent with a copy of each such PSC Information Request.

(b) Each Chargor shall promptly, and in any event within three Business Days, notify the Security Agent if any PSC Enforcement Notice is issued to the Chargor and shall provide the Security Agent with a copy of each such PSC Enforcement Notice.

11.5 *Failure to comply*

If a Chargor fails to comply with any of its obligations under this deed the Security Agent (acting reasonably) may take such steps as it considers appropriate to procure compliance with such obligations at the cost of the Chargors.

12. Enforcement of Security

12.1 *Security Agent's powers*

On the occurrence of an Event of Default which is continuing or if a Chargor requests that the Security Agent exercises any of its powers under this clause 12.1, this deed shall become enforceable and the Security Agent may immediately or at any time thereafter whilst such Event of Default is continuing:

- (a) appoint one or more persons as an Administrator of any Chargor in accordance with schedule B1 to the Insolvency Act;
- (b) exercise the power of sale and all other powers conferred by s101 of the LPA as varied or extended by this deed;
- (c) subject to clause 4.3 (Moratorium under Insolvency Act), by written notice to the Chargors convert the floating charge created by clause 4.1 (Floating Charge) into a fixed charge as regards any assets specified in the notice;
- (d) make any lease or agreement for lease or accept surrenders of leases and grant options on such terms as it thinks fit without needing to comply with sections 99 and 100 of the LPA;
- (e) subject to s72A of and paragraph 43 of Schedule A1 to the Insolvency Act, appoint one or more persons as a Receiver of any Charged Property;
- (f) exercise all the powers conferred on a Receiver by this deed, the LPA and the Insolvency Act;
- (g) by notice to the Chargors end a Chargor's right to possession of all or any Real Property forming part of the Charged Property and enter into possession of all or such part of such Real Property;
- (h) secure and perfect its title to all or any part of the Charged Property and/or transfer any asset into the name of its nominee;
- (i) to the extent that this deed constitutes a "security financial collateral arrangement" as defined in the Financial Collateral Regulations, appropriate any Charged Property which constitutes "financial collateral" as defined in the Financial Collateral Regulations in or towards satisfaction of the Secured Liabilities and the Security Agent shall value such Charged Property by reference to an independent valuation or other procedure selected by the Security Agent acting reasonably.

12.2 *Powers under the LPA*

- (a) Section 103 of the LPA will not apply to this deed.
- (b) The power of sale and all other powers conferred by s101 of the LPA as varied or extended by this deed will arise upon execution of this deed by the Chargors.

12.3 *Administrators*

If the Security Agent appoints two or more persons as Administrator of a Chargor, the appointment may specify whether those persons are to act jointly or concurrently.

12.4 *Receivers*

- (a) The Security Agent may appoint any Receiver upon such terms as to remuneration and otherwise as the Security Agent thinks fit and the maximum rate specified in s109(6) of the LPA shall not apply.
- (b) Any Receiver will be the agent of a Chargor for all purposes and that Chargor will be responsible for such Receiver's acts and defaults and for his remuneration, costs, fees, taxes and expenses to the exclusion of liability on the part of the Security Agent.
- (c) Where two or more persons are appointed as Receiver any act authorised to be done by the Receiver may be done by all of them acting jointly or by any one or more of them acting severally.
- (d) The Security Agent may at any time by writing remove any Receiver (subject to the obtaining of any required order of the court in the case of an administrative receiver) whether or not the Security Agent appoints any other person as Receiver in his place.

13. **Powers of Receiver and Security Agent**

13.1 *Statutory powers*

A Receiver shall have and be entitled to exercise all the powers conferred on a receiver by the LPA and, whether or not such a Receiver is an administrative receiver, all the powers conferred upon an administrative receiver by Schedule 1 to the Insolvency Act which powers are incorporated in this deed.

13.2 *Additional powers*

By way of addition to and without limiting any other powers referred to in this clause a Receiver shall have power (both before and after the commencement of any liquidation of a Chargor) to do every act and thing and exercise every power:

- (a) which that Chargor would have been entitled to do or exercise if no Receiver had been appointed or which the Receiver would have been entitled to do or exercise if the Receiver were the absolute legal and beneficial owner of the Charged Property;
- (b) which such Receiver in his absolute discretion considers necessary or desirable for maintaining or enhancing the value of any Charged Property or for or in connection with the enforcement of the Security created by this deed or the realisation of any Charged Property;
- (c) which such Receiver in his absolute discretion considers necessary or desirable for completing the Development including continuing and performing the Development, or any part of it, or any other development, entering into a building contract or other contract or agreement for or relating to the Development, or any part of it, or any other development, purchasing such materials and other articles and things as he may think fit in connection with the Development, discontinuing the Development or any part of it, or any other development, and repudiating and rescinding any building contract or other contract or agreement,

and may use the name of that Chargor in connection with any exercise of such powers.

13.3 *Consideration*

- (a) The receipt of the Security Agent or any Receiver shall be a conclusive discharge to a purchaser.
- (b) No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his/her agents will be concerned to enquire:
 - (i) whether the Secured Liabilities have become payable;
 - (ii) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
 - (iii) whether any money remains due under the Finance Documents; or
 - (iv) how any money paid to the Security Agent or to that Receiver is to be applied.
- (c) The Security Agent or any Receiver may sell, exchange, convert into money and realise any Charged Property by public auction or private contract and generally in any manner and on any terms which it/he/she thinks fit.

13.4 *Prior encumbrances*

At any time after the security given by this deed has become enforceable, the Security Agent may redeem any prior Security against the Charged Property or procure a transfer of such Security to itself and may agree the accounts of the person entitled to that Security and any accounts so agreed will be binding on a Chargor. Any money paid by the Security Agent in connection with a redemption or transfer of any prior Security will form part of the Secured Liabilities.

13.5 *Possession*

If the Security Agent, any Receiver or any Delegate takes possession of any Charged Property it may go out of possession at any time.

14. Exclusion of Liability

14.1 *No obligation to recover*

None of the Security Agent, any Receiver or any Delegate is under any obligation to take action to collect any money or enforce any rights comprised in the Charged Property whether or not it is in possession of the relevant Charged Property.

14.2 *Liability as mortgagee in possession*

If the Security Agent, any Receiver or any Delegate takes possession of any Charged Property, it will not be liable to account to the Chargors for anything except actual receipts or be liable to the Chargors for any loss arising from any realisation of any Charged Property or for any default or omission for which a receiver or mortgagee in possession would be liable.

14.3 *Losses on enforcement*

No Secured Party will be liable to the Chargors for any loss or damage arising from:

- (a) any sale of any Charged Property;
- (b) any act, default or omission of any Secured Party in relation to any Charged Property; or
- (c) any exercise or non-exercise by any Secured Party of any power conferred upon it in relation to any Charged Property by or pursuant to this deed or by the LPA,

unless such loss or damage is caused by the fraud, gross negligence or wilful misconduct of such Secured Party.

15. Application of Proceeds

15.1 *Order of application*

Subject to clause 15.2 (Prospective liabilities) and to claims having priority to the Security created by this deed and by way of variation to the provisions of the LPA, all amounts from time to time received or recovered by the Security Agent in connection with the realisation or enforcement of all or any part of the Security constituted by this deed (for the purposes of this clause the "**Recoveries**") shall be held by the Security Agent on trust to apply them at any time as the Security Agent (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this clause), in the following order:

- (a) in payment of all costs and expenses incurred by any Secured Party in connection with any realisation or enforcement of this deed and of all outgoings properly payable by any Secured Party;
- (b) in payment of remuneration to any Receiver;
- (c) for application in accordance with clause 29.5 (Partial Payments) of the Agreement; and
- (d) the balance (if any) will be applied as required by law.

15.2 *Prospective liabilities*

The Security Agent may, in its discretion, hold any amount of the Recoveries in an interest bearing suspense or impersonal account(s) in the name of the Security Agent (or at its option the name of any other Finance Party any of whose Secured Liabilities are at that time still contingent) with such financial institution (including itself) and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) for later application under clause 15.1 (Order of Application) in respect of:

- (a) any sum owing to the Security Agent, any Receiver or any Delegate; and
- (b) any part of the Secured Liabilities,

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

15.3 *Investment of proceeds*

Prior to the application of the proceeds of the Recoveries in accordance with clause 15.1 (Order of Application) the Security Agent 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 Security Agent with such financial institution (including itself) and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) pending the application from time to time of those moneys in the Security Agent's discretion in accordance with clause 15.1 (Order of Application).

15.4 *Currency Conversion*

- (a) For the purpose of, or pending the discharge of, any of the Secured Liabilities the Security Agent may convert any moneys received or recovered by the Security Agent from one currency to the currency in which the Secured Liabilities are denominated, at a market rate of exchange.
- (b) The obligations of the Chargors 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.

15.5 *Permitted Deductions*

The Security Agent 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 Charged Property, or as a consequence of performing its duties, or by virtue of its capacity as Security Agent under any of the Finance Documents or otherwise (other than in connection with its remuneration for performing its duties under the Agreement).

16. Protection of Persons Dealing with Security Agent Receiver or Delegate

No person dealing with the Security Agent or any Receiver or Delegate will be concerned to enquire:

- (a) whether any event has happened upon which any of the powers conferred by this deed may have arisen or be exercisable;
- (b) otherwise as to the propriety or regularity of any exercise of the powers conferred by this deed or of any act purporting or intended to be in exercise of such powers; or
- (c) whether any Secured Liabilities remain owing.

17. Notice of Subsequent Charge

If any Finance Party receives notice of any Security or other interest affecting any Charged Property:

- (a) it may open a new account for the Chargors in its books and may transfer any outstanding balance owing by the Chargors to such new account;
- (b) if it does not open a new account then, unless it gives express written notice to the contrary to the Chargors, all payments made by a Chargor to it will as from the time of receipt of such notice 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.

18. Further Assurance

When required by the Security Agent or any Receiver each Chargor shall, at its own cost:

- (a) execute a charge by way of legal mortgage, assignment by way of security or fixed charge over any assets of that Chargor and such legal mortgage, assignment or charge shall secure the Secured Liabilities and contain a power of sale which arises immediately upon execution, provisions excluding s93 of the LPA and the restrictions contained in s103 of the LPA and such other provisions including any similar to those in this deed as the Security Agent may reasonably require;
- (b) execute any documents, on terms similar to those set out in this deed, or do any other thing which the Security Agent or any Receiver may require for perfecting or protecting any Security created by this deed or in connection with the exercise of any powers given to the Security Agent or any Receiver under this deed; and
- (c) convey, transfer, assign or otherwise deal with any Charged Property in such manner as the Security Agent or any Receiver may require in connection with any enforcement of any Security created by this deed.

19. Power of Attorney by Chargors

The Chargors irrevocably and by way of security appoints each of the Security Agent, any person selected by the Security Agent and any Receiver its attorney in each case (with full power to appoint substitutes and to delegate) severally in its name and on its behalf to execute any document or do any act or thing which:

- (a) (following the occurrence of an Event of Default) each Chargor is entitled to execute or do in relation to the Charged Property including giving a receipt for any money and exercising any rights or remedies forming part of the Charged Property; or
- (b) (at any time) each Chargor is obliged to execute or do under this deed but has failed to so execute or do.

20. Discharge of Security

20.1 *Discharge conditional*

Any discharge of a Chargor by the Security Agent in reliance on a payment or security received by the Security Agent will cease to be effective if that payment or security is avoided, reduced or invalidated for any reason and the Security Agent will be entitled to recover from that discharged Chargor on demand the amount of the Secured Liabilities discharged by such payment or security.

20.2 *Retention of security*

Following any discharge of a Chargor made by the Security Agent in reliance on a payment or security the Security Agent may retain the security constituted by this deed

(and all documents of title or other documents necessary to protect such Security) until the expiry of the maximum period within which such payment or security can be avoided, reduced or invalidated for any reason. If the person making such payment or giving such security goes into liquidation or administration or equivalent proceedings in any foreign jurisdiction within that period the Security Agent may retain the security constituted by this deed for as long as it thinks fit.

21. Redemption

21.1 If the Security Agent determines in accordance with the Agreement that all of the Secured Liabilities have been fully and finally discharged and no Secured Party is under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to any Obligor pursuant to the Finance Documents, the Security Agent shall (at the request and costs of the Chargors) release:

- (a) without recourse or warranty, all of the Security constituted by this deed; and
- (b) the rights of the Security Agent under this deed.

21.2 Without prejudice to the terms of clause 21.1, the Parties acknowledge the terms contained under clause 37 (Security Release) of the Agreement.

22. Miscellaneous

22.1 Trust

The Security Agent holds the benefit of this deed as trustee for the Secured Parties on the terms set out in the Agreement.

22.2 Possession

Each Chargor shall be entitled to possession of:

- (a) at any time the Property,
- (b) at any time following the conversion of the floating charge created by clause 4.1 (Floating Charge) into a fixed charge pursuant to clause 4.2 (Conversion), any Real Property,

forming part of the Charged Property until termination of such right by the Security Agent under clause 12.1 (Security Agent's powers).

22.3 Third Party Rights

- (a) Unless expressly provided to the contrary, a person who is not a party to this deed has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this deed.
- (b) Notwithstanding any term of this deed, the consent of any person other than a Chargor and the Security Agent is not required to rescind or vary this deed at any time.
- (c) A Secured Party may, subject to this clause 22.3 and the Third Parties Act, rely on any provision of this deed which expressly confers rights on it.

22.4 *Continuing Security*

This deed is a continuing security and extends to the balance from time to time of the Secured Liabilities irrespective of any intermediate payment of the Secured Liabilities.

22.5 *Other Security*

This deed is in addition to and will not in any way be prejudiced or affected by the holding or release by the Security Agent or any other person of any other security at any time held by the Security Agent.

22.6 *Consolidation*

The restrictions on the right of consolidating mortgage securities contained in s93 of the LPA will not apply to this deed.

22.7 *Land Registry Consent*

By executing this deed the Chargors consent to the entry of the following restriction against any registered titles (and any unregistered properties subject to compulsory first registration) which are at any time subject to this deed:

"No [disposition or specify type of disposition] of the registered estate [(other than a charge)] by the proprietor of the registered estate[, or by the proprietor of any registered charge, not being a charge registered before the entry of the restriction,] is to be registered without a written consent signed by the proprietor for the time being of the charge [date] in favour of Solutus Advisors Limited referred to in the charges register [or [their conveyancer or specify appropriate details]]".

23. **Law**

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

24. **Jurisdiction**

24.1 *Jurisdiction of English courts*

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed and a dispute regarding a non-contractual obligation referred to in clause 23 (Law)) (a "**Dispute**").
- (b) The Security Agent and the Chargors agree that the courts of England are the most appropriate and convenient courts to settle Disputes. The Chargors will not argue to the contrary.
- (c) This clause is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

This deed has been executed and delivered as a deed by each Chargor and signed on behalf of the Security Agent on the date shown at the beginning of this deed.

SCHEDULE 1

The Property

Description	Title Number	Freehold/Leasehold
All that leasehold property known as Plot 4B, Dove Valley Park, Foston, Derbyshire DE65 5BT	DY511070	Leasehold

SCHEDULE 2

Specified Plant and Machinery

All plant and machinery considered by the Security Agent (acting reasonably) to be material to the manufacturing and/or assembly of the Modules.

SCHEDULE 3

List of Group Shares

Left intentionally blank save for this text.

SCHEDULE 4

List of Agreements

Any supply contract relating to the component constituents of the Modules including without limitation those component constituents relating to kitchens, bathrooms and windows.

SCHEDULE 5

Part 1

Notice of Assignment to Tenant

To: [•]

From: [•]

Date: [•]

Dear Sirs

We refer to a lease dated [•] (the "**Lease**") between us and you in respect of [part of] 'all that leasehold property known as Plot 4B, Dove Valley Park, Foston, Derbyshire DE65 5BT' (the "**Demised Property**").

We give you notice by a debenture dated [DATE OF THIS DEED] entered into between us and Solutus Advisors Limited (the "**Security Agent**"), we have assigned to the Security Agent all our rights and interest in all amounts now or at any time in the future payable to us under or in connection with the Lease including but not limited to each of the following amounts:

1. rent, licence fees and equivalent amounts paid or payable;
2. any sum received or receivable from any deposit held as security for performance of your obligations;
3. a sum equal to any apportionment of rent allowed our favour;
4. any other moneys paid or payable in respect of occupation and/or usage of the Demised Property and any fixture and fitting on the Demised Property including any fixture or fitting on the Demised Property for display or advertisement, on licence or otherwise;
5. any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement or extension of the Lease;
6. any sum paid or payable in respect of a breach of covenant or dilapidations under the Lease;
7. any sum paid or payable by or distribution received or receivable from any guarantor of your obligations under the Lease;
8. any amount paid or payable to us by you by way of contribution to ground rent, insurance premia, the cost of an insurance valuation, a service or other charge in respect of our costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, the Demised Property or a reserve or sinking fund or by way of VAT; and
9. any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above;

(together the "**Rental Income**").

We irrevocably instruct and authorise you notwithstanding any previous instructions which we may have given to you to the contrary to pay all Rental Income to such account and/or bank as may from time to time be notified to you by the Security Agent all moneys forming part of the Rental Income and otherwise to act in accordance with the instructions of the Security Agent in connection with the Rental Income.

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 notice and your acceptance of the instructions and authorisations contained in it by signing the attached form of acknowledgement and returning it to the Security Agent at '48 Warwick Street, London W1B 5AW' marked for the attention of 'Head of Primary Servicing'.

Yours faithfully,

[•]

Part 2

Acknowledgement

To: **SOLUTUS ADVISORS LIMITED**
48 Warwick Street
London
W1B 5AW
Attn: Head of Primary Servicing'

From: [•]

Date: [•]

Dear Sirs

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

We acknowledge and confirm that:

1. we will pay the Rental Income into the Rent Account or to such other account and/or bank as the Security Agent may from time to time notify to us;
2. we have not, as at the date of this letter, received any notice that any third party has or will have any right or interest in or has made or will be making any claim or demand or taking any action against the Rental Income.

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 acknowledgement and any such non-contractual obligations we submit to the jurisdiction of the Courts of England for your exclusive benefit.

Yours faithfully,

[•]

SCHEDULE 6

Part 1

Form of notice to Account Bank

To: [•] (the "**Account Bank**")

From: [•]

Date: [•]

Dear Sirs

We refer to the account of [•] (the "**Chargor**") with you numbered [•].

We give you notice that, by a debenture dated on or around the date of this notice the Chargor has charged to Solutus Advisors Limited (the "**Security Agent**") by way of fixed charge its interest in and to the money from time to time standing to the credit of the account referred to above (the "**Charged Account**") and to all interest (if any) accruing on the Charged Account.

We irrevocably authorise and instruct you until you receive written notice from the Security Agent to the contrary:

1. to pay all or any part of monies from time to time standing to the credit of the Charged Account to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect;
2. to disclose to the Security Agent any information relating to the Chargor and the Charged Account which the Security Agent may from time to time request you to provide; and
3. not to permit the Chargor to receive, withdraw or otherwise transfer any credit balance from time to time on the Charged Account without first obtaining the consent in writing of the Security Agent.

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 the Security Agent at '48 Warwick Street, London W1B 5AW' marked for the attention of 'Head of Primary Servicing'.

Yours faithfully,

[•]

Part 2

Acknowledgement

To: **SOLUTUS ADVISORS LIMITED**
48 Warwick Street
London
W1B 5AW
Attn: Head of Primary Servicing'

From: [•]

Date: [•]

Dear Sirs

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

We acknowledge and confirm that:

1. we accept the instructions in the notice and will act in accordance with the provisions of such notice until the Security Agent notifies us in writing that the notice is revoked;
2. we have not received notice that any third party has any interest in the Charged Account;
3. we have not claimed or exercised, nor will we claim or exercise against the Chargor, any right of set-off, lien, combination of accounts, counterclaim or other right relating to the Charged Account.

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,

[•]

SCHEDULE 7

Part 1

Notice of Charge

To: [•]

From: [•]

Date: [•]

Dear Sirs

We refer to an agreement dated [•] (as such agreement may be amended or supplemented, the "**Charged Agreement**") between us and you a copy of which is attached.

We give you notice that by a debenture dated [DATE OF THIS DEED] (the "**Debenture**") entered into between us and Solutus Advisors Limited (the "**Security Agent**") we have charged to the Security Agent all our present and future rights and interest in:

1. the Charged Agreement and any money now or at any time in the future due or owing to us under or in connection with the Charged Agreement; and
2. all guarantees, indemnities, mortgages, charges and other security of whatever nature now or in the future held by us in respect of the Charged Agreement including all money now or at any time in the future due or owing to us under or in connection with the same and all rights and remedies for enforcing the same,

(together the "**Charged Assets**").

We irrevocably and unconditionally instruct and authorise you (notwithstanding any previous instructions whatsoever which we may have given to you to the contrary):

- (a) to pay to the Security Agent at such account or accounts and/or bank or banks as may from time to time be notified to you by the Security Agent) all moneys forming part of the Charged Assets and otherwise to act in accordance with the instructions of the Security Agent in connection with the Charged Assets;
- (b) to comply with the terms of any written notice, statement or instructions in any way relating or purporting to relate to the Charge and/or the Charged Assets which you receive at any time from the Security Agent; and
- (c) to disclose to the Security Agent, such information relating to the Charged Assets as the Security Agent may, at any time request.

In each case without any reference to or further authority from us and without any enquiry by you as to the justification for such instructions, notice, statement, instructions or disclosure.

The instructions and authorisations which are contained in this letter will remain in full force and effect until the Security Agent gives you notice in writing revoking them.

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

Would you please acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it by signing the attached form of acknowledgement and returning it to the Security Agent at '48 Warwick Street, London W1B 5AW' marked for the attention of 'Head of Primary Servicing'.

Yours faithfully,

[•]

Part 2

Acknowledgement

To: **SOLUTUS ADVISORS LIMITED**
48 Warwick Street
London
W1B 5AW
Attn: Head of Primary Servicing'

From: [•]

Date: [•]

Dear Sirs

We acknowledge receipt of a letter (a copy of which is attached) dated on or around the date of this acknowledgement and addressed to us by Tophat Industries Limited (the "**Chargor**") with respect to the Debenture. Expressions defined in such letter have the same meanings in this acknowledgement.

We acknowledge and confirm that:

1. we have not claimed or exercised, have no outstanding right to claim or exercise and will not exercise, any right of set-off, counterclaim or other right relating to any payments to be made by it in respect of our indebtedness under the Charged Agreement;
2. we have not received any notice that any third party has or will have any right or interest in or has made or will be making any claim or demand or taking any action against the Charged Agreement; and
3. we agree that you do not have any obligations, liabilities or responsibilities under or in respect of the Charged Agreement.

We have made the acknowledgements and confirmations and have given the undertakings set out in this letter in the knowledge that they are required by you in connection with the security which is to be constituted by the Chargor in your favour under the Debenture.

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

Yours faithfully,

[•]

SCHEDULE 8

The Chargors

Description	Company Number	Registered Address	Jurisdiction of Incorporation
Tophat Industries Limited	10136060	14 Great James Street, London, England, WC1N 3DP	England and Wales
Tophat Technologies Limited	10302325	14 Great James Street, London, England, WC1N 3DP	England and Wales
Tophat Corporate Limited	10822829	14 Great James Street, London, England, WC1N 3DP	England and Wales
Tophat Communities Limited	10302373	14 Great James Street, London, England, WC1N 3DP	England and Wales
Tophat Labs Limited	10302275	14 Great James Street, London, England, WC1N 3DP	England and Wales

SIGNATURE PAGES OF THE GUARANTOR DEBENTURE

CHARGORS

EXECUTED by TOPHAT)
INDUSTRIES LIMITED acting by a)
director in the presence of a witness:)



Director

Robert Luck

Signature of witness:



Name of witness:

OLIVIA HENSHAW

Address of witness:

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

EXECUTED by TOPHAT)
CORPORATE LIMITED acting by a)
director in the presence of a witness:)



Director

Robert Luck

Signature of witness:



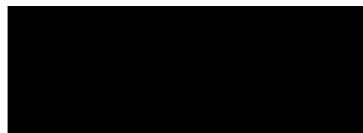
Name of witness:

OLIVIA HENSHAW

Address of witness:

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

EXECUTED by TOPHAT)
COMMUNITIES LIMITED acting by a)
director in the presence of a witness:)



Director

Robert Luck

Signature of witness:



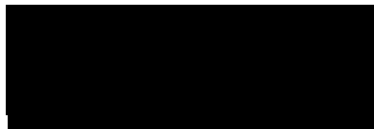
Name of witness:

OLIVIA HENSHAW

Address of witness:

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

EXECUTED by TOPHAT)
TECHNOLOGIES LIMITED acting)
by a director in the presence of a)
witness:)



Director

Robert Luck

Signature of witness:



Name of witness:

OLIVIA HENSHAW

Address of witness:

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

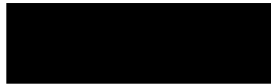
EXECUTED by TOPHAT)
LABS LIMITED acting by a)
director in the presence of a witness:)



Director

Robert Luck

Signature of witness:



Name of witness:

OLIVIA HENSTON

Address of witness:

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

SECURITY AGENT

**SIGNED for and on behalf of
SOLUTUS ADVISORS LIMITED**

)
)



UK MATTERS
SOLUTUS ADVISORS LIMITED



UK MATTERS
SOLUTUS ADVISORS LIMITED