

Registration of a Charge

Company Name: SYMBIO ENERGY LIMITED

Company Number: 07999360



Received for filing in Electronic Format on the: 03/09/2021

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Details of Charge

Date of creation: 15/08/2021

Charge code: 0799 9360 0002

Persons entitled: ENIGMASOFT TECHNOLOGIES PRIVATE LIMITED

Brief description:

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED

AS PART OF THIS APPLICATION FOR REGISTRATION IS A

CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: BINESH KHAREL



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7999360

Charge code: 0799 9360 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th August 2021 and created by SYMBIO ENERGY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd September 2021.

Given at Companies House, Cardiff on 7th September 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006





DATED 15/08/2021

- (1) Symbio Energy Limited
- (2) Enigmasoft Technologies PVT

DEBENTURE

THIS DEBENTURE is made the 15th day of August 2021.

BETWEEN:

- (1) Symbio Energy Limited a company incorporated in England with company number 07999360 and whose registered address is Room 103, Mansion House Bucknalls Lane, Watford, Hertfordshire, England, WD25 9XX ("Chargor").
- (2) Enigmasoft Technologies Private Limited, a company registered in India under Corporate Identity Number U72900GA2021PTC014707whose registered office is at Flat No. S-3 (258) Indushree Enclave, Patantali Bandora, Ponda, South Goa, Goa, India, 403401 ("Enigmasoft").

Background

- A. Enigmasoft has entered into certain transactions with the Chargor pursuant to, and subject to the terms of, the Service Agreement.
- B. It is a condition precedent to the Service Agreement that this Debenture is entered into.
- C. The Chargor has agreed to provide Security to Enigmasoft to secure the payment and discharge of the Secured Liabilities.
- D. As at the date of this Debenture the outstanding sum of £1,936199 (One million Nine Hundred Thirty-Six Thousand and Hundred Ninety Pounds) is payable to Enigmasoft under the Service Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Debenture, unless the context otherwise requires, the following expressions have the following meanings:

"Bank Accounts"

means all your right, title and interest from time to time in and to all current, deposit or other accounts with any bank or financial institution, all balances from time to time standing to the credit of or accrued on those accounts;

means:

"Book Debts"

- (a) all your right, title and interest from time to time in and to all book and other debts in existence from time to time both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the the Chargor; and
- (b) the benefit of all rights whatsoever relating to the debts referred to above;

"Charged Property"

means all of your right, title and interest from time to time in the whole or any part of the property, assets, income and undertaking of the Chargor from time to time mortgaged, charged or assigned to the Enigmasoft under this Debenture:

"Intellectual Property"

means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interest (which may now or in the future subsits), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each Affiliate (which may now or in the future subsist).

"Permitted Security"

means:

- (a) any security pursuant to this Debenture;
- (b) any netting or set-off arrangement entered into by the Chargor in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;
- (c) any lien arising by operation of law and in the ordinary course of trading;

"Plant and Machinery"

means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other moveable assets (other than fixtures) of any kind and in any place which are the property of the Chargor at the date of this Debenture or which became the property of the Chargor after the date of this Debenture;

"Receiver"

means any receiver, administrative receiver or receiver and manager appointed pursuant to this Debenture;

"Rights"

means all the Chargor's rights, title and interest from time to time in any lease, licence or occupational right (or an agreement for any of them) together with all the Chargor's rights title and interest from time to time in any renewal of, replacement of or variation to any lease, licence or occupational right (or an agreement for any of them);

"Scheduled Property"

means the property details of which are set out in Schedule 1 to this Debenture;

"Secured Liabilities"

Means all past, present and future liabilities, monies, debts and obligations at any time due, owing or incurring by the Chargor under the Service Agreement, both actual and contingent and whether incurred alone, severally or jointly as principal, guarantor, surety or otherwise and whether on any current or other account or in any other manner whatsoever.

"Security"

means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or other agreement or arrangement having a similar effect;

"Security Assets"

means all of the assets of the Chargor which are the subject of any Security created or to be created by this Debenture:

"Security Interests"

Means all or any of the Security created or expressed to be created in Enigmasoft's favour by or pursuant to this Debenture;

"Service Agreement"

means the 'Agreement' between the Chargor and Enigmasoft including any amendments, variation and addendums.

"Shares"

means all stocks, shares, and other securities for the time being owned or held by the Chargor and all rights, interest and other property accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption exchange, purpose, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Shares previously described; and

"Subsidiary"

means a subsidiary within the meaning of section 1159 of the Companies Act 2006.

Interpretation:

- a. In this Agreement, the headings are for convenience only and shall not in any way define or limit the scope of this Agreement.
- b. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings.
- c. All terms indicating gender would include both masculine and feminine gender.

- d. Singular includes plural.
- 1.2 In this Debenture, unless the context otherwise requires:
 - 1.2.1 the expressions 'the Chargor' and 'Enigmasoft' where the context admits include their respective successors and assigns whether immediate or derivative;
 - 1.2.2 terms defined in the Companies Act 2006 have the same meanings;
 - 1.2.3 reference to any statute or statutory provision includes a reference to:
 - 1.2.3.1 that statute or statutory provision as from time to time amended extended or re-enacted or consolidated; and
 - 1.2.3.2 all statutory instruments or orders made pursuant to it;
 - 1.2.4 words denoting the singular shall include the plural and vice versa:
 - 1.2.5 words denoting any gender include all the genders and words denoting persons shall include firms and corporations and vice versa;
 - 1.2.6 references to 'clauses' are to the clauses or sub-clauses of this Debenture and references to 'the Schedule' are to the schedule to this Debenture:
 - 1.2.7 clause headings do not form part of this Debenture but are for convenience only and shall not be taken into account in its construction or interpretation.

2. Initial Terms and Conditions:

2.1 Purposes

The transaction is to be structured by way of this debenture that contemplates the subscription of the Debenture subject to the terms contained herein this agreement.

3. Execution

The parties intend that this Debenture takes effect as a Deed notwithstanding the fact that Enigmasoft may only execute this Debenture under hand or not at all.

4. Covenant to pay

The Chargor shall pay on demand to Enigmasoft or discharge, as the case may be, all the Secured Liabilities when the Secured Liabilities become due.

5. Interest

Until payment of the Secured Liabilities the Chargor will pay interest on it at the contractual rate.

6. Security

By way of continuing security in favour of Enigmasoft for the payment and discharge

of the Secured Liabilities, the Chargor with full title guarantee hereby charges to Enigmasoft the property set out below in the manner set out below:

- by way of fixed charge by way of legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property in existence of the date hereof;
- by way of fixed charge, the Property and all Rights relating to it not effectively mortgaged in the Enigmasoft's favour as security for the Secured Liabilities;
- by way of fixed charge, the Book Debts and all the Chargor's rights, title, interest, and benefit in and to the Book Debts account;
- 6.4 by way of fixed charge, all the Intellectual Property owned, possessed or controlled by the Chargor which is not assigned to the Enigmasoft;
- 6.5 by way of fixed charge, the Plant and Machinery;
- 6.6 by way of fixed charge, the Shares;
- 6.7 by way of fixed charge, all the goodwill and uncalled capital for the time being of the Chargor;
- 6.8 by way of floating charge, all the undertaking and assets of the Chargor whatsoever, wherever situate, whether movable, immovable, present or future.

7. Conversion of Floating Charge

- 7.1 Subject to Clause 7.2, Enigmasoft may convert the floating charge over all or any of the Security Assets into a fixed charge by notice specifying the relevant Security Assets:
 - 7.1.1 if Enigmasoft consider it desirable to do so in order to protect or preserve the Security Interests over those Security assets and/or the priority of those Security Assets; or
 - 7.1.2 if Enigmasoft considers that the Security Assets to be in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process or otherwise to be in jeopardy.
- 7.2 Clause 7.1 shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.
- 7.3 The floating charge created by this Debenture will convert automatically into fixed charges:
 - (i) If Enigmasoft receives notice of an intention to appoint an administrator of the Chargor;
 - (ii) If any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator of receiver in respect of the Chargor over all or any part of its assets, or if such person is appointed;
 - (iii) If the Chargor creates or attempts to create Security over all or any of the Security Assets;

- (iv) On the crystallisation of any other floating charge over the Security Assets;
- (v) If any person seizes, attaches, charges, takes possession of or sells any Security Assets under any form of distress, sequestration, execution or other process, or attempts to do so; and
- (vi) In any other circumstances prescribed by law.

8. Negative Pledge

- 8.1 The Chargor shall not create or permit to subsist any Security over any of its assets other than Permitted Security.
- 8.2 Without prejudice to any other restriction on disposals from time to time agreed between the Enigmasoft and the Chargor in any facility arrangement or otherwise, the Chargor shall not convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Charged Property except in the ordinary course of its trade in respect of that part of the Charged Property which is subject only to an uncrystallised floating charge in favour of the Enigmasoft.

9. Deposit of Documents and Title Deeds

The Chargor shall deposit with the Enigmasoft (and Enigmasoft during the continuance of this security may hold and retain):

- all deeds and documents of title relating to the Property (if any);
- 9.2 all stock or share certificates or other documents of title to or representing the Shares (if any) together with such duly executed transfers or assignments with the name of the transferees, date and consideration left blank as the Enigmasoft may require;
- 9.3 all such deeds and documents of title (if any) relating to the Book Debts as the Enigmasoft may from time to time specify; and
- 9.4 copies of all the contracts and collateral warranties assigned absolutely to the Enigmasoft under this Debenture certified to be true copies by one director of or a solicitor acting for the Chargor.

10. Bank Accounts

- 10.1 The Chargor shall not make any withdrawal from Any Bank Account except;
 - 10.1.1 prior to the occurrence of a termination event which is continuing, in the ordinary course of the Chargor's business; and
 - 10.1.2 while a termination event is continuing, with our prior consent.

- 10.2 The Chargor shall promptly deliver to Enigmasoft and we shall be entitled to hold, such documents relating to the Chargor Bank Accounts as we may require, including any notice to the relevant bank or financial institution of the Security Interests over them in such form as we may require.
- 10.3 Subject to Clause 10.1, the Chargor following a termination event will not without prior written consent of Enigmasoft withdraw any monies received in connection with the Book Debts from any Bank Account or compromise, compound, vary, discharge, postpone or release any of the Book Debts or waive your right of action in connection therewith or do or omit to do anything which may delay or prejudice the full recovery thereof.

11. Book Debts

- Unless agreed otherwise in the Agreement, the Chargor shall promptly collect all Book Debts and shall hold the proceeds of collection on trust for Enigmasoft
- 11.2 The Chargor shall immediately pay all moneys received or receivable by the Chargor from any source (including all proceeds of Collection of Book Debts) into the relevant Bank Account designated for this purpose by Enigmasoft. We may designate different Bank Accounts for different moneys.
- 11.3 The Chargor shall promptly deliver to Enigmasoft and we shall be entitled to hold, such documents relating to Enigmasoft's Book Debts as we may require.

12. Consents and Coordination

12.1 All consents and waivers of the shareholders of the Chargor, governmental authorities and other third parties that are required in connection with the execution and delivery of this Debenture and the consummation of the transactions contemplated hereby (including, without limitation, any consents required from the Chargor's lenders and waivers of any lock-in restrictions shall be duly obtained and effective.

13. Representations and Warranties

- 13.1 The Chargor represents and warrants to the Enigmasoft that:
 - 13.1.1 it is absolutely, solely and beneficially entitled to all the Charged Property as from the date it or any part of it fails to be charged under this Debenture and the rights of the Chargor in respect of the Charged Property are free from any Security of any kind other than Permitted Security; and
 - 13.1.2 it has not sold or agreed to sell or otherwise disposed of, or agreed to dispose of, the benefit of all or any of the Borrower's right, title and interest in and to the Charged Property, except in the ordinary course of its trade in respect of that part of the Charged Property which is (or was

at the time of disposal) subject only to an uncrystallised floating charge in favour of the Enigmasoft.

13.2 The representations and warranties set forth in this Clause 9 are given and made on and as of the date of this Debenture, shall survive the execution of this Debenture and are continuing representations and warranties which are deemed to be repeated during the continuance of the security constituted by this Debenture.

14. Undertakings

- 14.1 The undertakings in this Clause shall remain in force during the continuance of the security constituted by this Debenture.
- 14.2 The Chargor shall comply with all obligations under any statute and all byelaws and regulations relating to the whole or any part of the Charged Property.
- 14.3 The Chargor shall promptly provide to the Enigmasoft whatever information, documents or papers relating to the Charged Property as the Enigmasoft may from time to time request.
- 14.4 The Chargor shall maintain insurance on or in relation to its business and assets (including, without limitation, the Scheduled Property) with underwriters and/or insurance companies of repute, and:
 - 14.4.1 procure that the interest of the Enigmasoft is noted on all its policies of insurance; and
 - 14.4.2 immediately give notice to the Enigmasoft of any occurrence which gives rise, or might give rise to a claim under any of its policies of insurance; and
 - 14.4.3 shall apply all monies received by virtue of any insurance of the whole or any part of the Charged Property in making good, or in recouping expenditure incurred in making good, any loss or damage or, if the Enigmasoft in its discretion so requires, towards discharge of the Secured Liabilities.
- 14.5 The Chargor shall at all times keep in good and substantial repair, working order and condition all the Charged Property and Plant and Machinery.

15. Enforcement

- 15.1 This Debenture will become enforceable when:
 - 15.1.1 any of the Secured Liabilities is not paid and/or discharged in accordance with the terms of this Debenture; or
 - 15.1.2 the Chargor requests the Enigmasoft to appoint a receiver over the whole or any part of its undertaking or assets.
- 15.2 The Chargor shall, within three working days of demand, pay to Enigmasoft and any Receiver the amount of all costs and expenses (including legal fees) incurred by Enigmasoft or any Receiver in connection with the enforcement of, or

preservation of any rights under this Debenture.

16. Receiver

- 16.1 At the request of the Chargor or at any time after the Secured Liabilities has become immediately payable, Enigmasoft may, subject as provided in clause 14.3 below, appoint by writing one or more persons as receiver and manager ('the Receiver') of all or any part of the property charged by this Debenture, upon such terms as to remuneration and otherwise as he shall think fit, and may from time to time in the same manner determine the Receiver's remuneration (which shall not be subject to the limitations contained in the Law of Property Act 1925 Section 109(6)) and remove any Receiver so appointed and appoint another in his place.
- 16.2 A Receiver so appointed shall be the agent of the Chargor and the Chargor shall be responsible for such Receiver's acts and defaults and for his remuneration costs charges and expenses to the exclusion of liability on the part of the Enigmasoft.

16.3 The Enigmasoft:

- 16.3.1 may not appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Section 1A of the Insolvency Act 1986; and
- 16.3.2 may not appoint an administrative receiver (as defined in Section 29(2) of that Act) at any time while such an appointment is prohibited by Section 72A of that Act.

16.4 Powers and duties of Receiver

A Receiver appointed under clause 14.1 above (or under the equivalent provision of any other debenture of the series, shall be entitled to exercise all powers conferred on a receiver by the Law of Property Act 1925 without the restrictions contained in Section 103 of that Act and by way of addition to and without limiting those powers such Receiver shall have the following powers (limited, in the case of a receiver appointed over part only of the Charged Assets, to dealings with or in relation to the assets over which he is appointed):

- 16.4.1 to take possession of and get in the property charged by this Debenture;
- 16.4.2 to carry on or concur in carrying on the business of the Chargor;
- 16.4.3 to sell or concur in selling any of the property charged by this Debenture or otherwise deal with such property on such terms in the interests of the Enigmasoft as he shall think fit, including without limitation power to sell any such property released from the charges created by this Debenture;
- 16.4.4 to make any arrangement or compromise which he shall think expedient in the interests of the Enigmasoft;
- 16.4.5 to make and effect all such repairs, improvements and insurances as he shall think fit and renew such of the plant, machinery and any other effects of the Chargor as shall be worn out, lost or otherwise become unserviceable:

- 16.4.6 to appoint managers, accountants, servants, workmen and agents for the purposes referred to in this clause upon such terms as to remuneration or otherwise as the Receiver may determine:
- 16.4.7 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters and powers referred to in this clause and which the Receiver may or can lawfully do as agent for the Borrower.

16.5 Application of proceeds of receivership

All amounts realised by the Receiver shall (subject to any prior ranking claims) be applied by him as follows:

- 16.5.1 in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by him of all or any of the powers referred to in clause 16.4 above, including the remuneration of the Receiver and all outgoings properly paid by him;
- 16.5.2 in or towards payment to the Enigmasoft of all arrears of interest unpaid in respect of the debentures of the series;
- 16.5.3 in or towards payment to the Enigmasoft of the Secured Liabilities and interest due on the Debenture;
- 16.5.4 any surplus shall be paid to the Chargor or other person entitled.

17. Release and Reassignment

Following the date on which the Enigmasoft is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full Enigmasoft shall, at the request and cost of the Chargor, take whatever action is necessary to release the Charged Property from the security constituted by this Debenture and shall reassign to the Chargor all its interest in any property, contracts and collateral warranties assigned to the Enigmasoft under this Debenture.

18. Cumulative and Continuing Security

- 18.1 This Debenture is a continuing security to the Enigmasoft regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstance which, but for this Clause, might affect or diminish its effectiveness.
- 18.2 The security constituted by this Debenture is in addition to and is not in any way prejudiced by any rights whatsoever which the Enigmasoft may have in respect of the Secured Liabilities including, without limitation, any rights arising under any other Security.

19. Further assurance and action

The Chargor shall at, at its own expense, promptly take any action and sign or execute any further documents which Enigmasoft may require in order to:

- (i) give effect to the requirements of this Debenture;
- (ii) protect, preserve and perfect the Security intended to be created by or pursuant to this Debenture;
- (iii) protect and preserve the ranking of the Security intended to be created by or pursuant to this Debenture with any other Security over any assets of the Chargor; or
- (iv) facilitate the realisation of all or any of the Security Assets or exercise of any rights, powers and discretions conferred on Enigmasoft, any Receiver or any administrator in connection with all or any of the Security Assets.

20. Payments and Withholding Taxes

The Chargor shall pay and discharge the Secured Liabilities without any deduction, withholding, set-off, counterclaim, restriction or condition and without regard to any equities between the Chargor and Enigmasoft, except to the extent that the Chargor is required by law to deduct or withhold any amounts payable under this Debenture, in which case it shall pay to the Enigmasoft an additional amount sufficient to ensure that the net amount received by the Enigmasoft after the required deduction or withholding be equal to the amount that the Enigmasoft would have received had no deduction or withholding been made.

21. Appropriation

The Enigmasoft may appropriate any payment or payments which the Chargor makes to the Enigmasoft towards satisfaction of any sums due under any accounts or agreements as the Chargor has with the Enigmasoft in any proportion as the Enigmasoft sees fit.

22. Set-off

The Chargor agrees the Enigmasoft may at any time after this Debenture has become enforceable without notice or further demand combine or consolidate all or any of its then existing accounts including any accounts in the name of the Enigmasoft or of the Chargor jointly with others and set-ff or transfer any sum standing to the credit of any one or more of those accounts in or towards satisfaction of the Secured Liabilities.

23. Assignment

Enigmasoft may assign any of its right under this Debenture to any person to whom it assigns or transfers any of its rights or obligations under the Service Agreement.

24. Partial Invalidity

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

25. Waiver

No failure or delay or other relaxation or indulgence on the part of the Enigmasoft to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

26. Severability

Each of the provisions of this Debenture is distinct and severable from the others and if at any time one or more of such provisions is or becomes illegal invalid or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

27. Communications and Notices

- 27.1 All communications, demands and notices between the parties under or in connection with this Debenture shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent by e-mail:
 - 27.1.1 (in the case of communications to the Enigmasoft) to its registered office or such changed address as shall be notified to the Chargor by the Enigmasoft; or
 - 27.1.2 (in the case of the communications to the Borrower) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Chargor set out in any document which forms part of the Contract or such other address as shall be notified to the Enigmasoft by the Borrower.
- 27.2 Communications shall be deemed to have been received:

- 27.2.1 if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or
- 27.2.2 if delivered by hand, on the day of delivery; or
- 27.2.3 if sent by fax or electronic mail on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.
- 27.3 Communications addressed to the Enigmasoft shall be marked for the attention of Abhimanyu Gargesh (<u>abhimanyu.g@enigma-tech.io</u>).

28. Governing Law and Jurisdiction

- 28.1 This Debenture (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by and construed in accordance with the law of England and Wales.
- 28.2 The Courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture) (a Dispute).
- 28.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- 28.4 Notwithstanding Clause 28.2, Enigmasoft shall not be prevented from taking proceedings relating to a Dispute in any other courts with Jurisdiction. To the extent allowed by law, Enigmasoft may take concurrent proceedings in any number of jurisdictions.

IN WITNESS WHEREOF the Chargor has executed and delivered this Debenture as a deed and the Enigmasoft has executed this Debenture on the date written at the beginning of the Debenture.

Executed as a deed by Symbio Energy Limited acting by a director in the presence of:___

Signature of Director

HIK VYAS.

Signature of Witness:

Name of Witness: Amabelle Aranas

Address: (O ANVIL AVENUE WD2S 98T

Executed as a deed by Enigmasoft Technologies PVT acting by a director in the presence of:

Signature of Director

Signature of Withess:

Name of Witness:

Address: 6 charmy Gale Gardens

SCHEDULE 1 SCHEDULED PROPERTY

Not applicable