

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM676026

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sixth Street Specialty Lending Europe I Advisors, Ltd (Formerly Known As TPG Specialty Lending Europe I Advisors, Ltd.)		09/01/2021	Company: CAYMAN ISLANDS

RECEIVING PARTY DATA

Name:	BluJay Solutions Inc.
Street Address:	1 Executive Drive
City:	Chelmsford
State/Country:	MASSACHUSETTS
Postal Code:	01824
Entity Type:	Corporation: DELAWARE
Name:	Blujay Solutions Co.
Street Address:	1 Executive Drive
City:	Chelmsford
State/Country:	MASSACHUSETTS
Postal Code:	01824
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	4407877	KEWILL NETSHIP
Registration Number:	1780072	CLIPPERSHIP
Registration Number:	4719875	LEANCONNECT
Registration Number:	4547438	KEWILL MOVE
Registration Number:	4533493	KEWILL MOVE
Registration Number:	4469480	LEANAPPOINT
Registration Number:	4570783	LEANOPT3
Registration Number:	4570782	LEANGLOBAL
Registration Number:	4399719	LEANLOGISTICS
Registration Number:	4392150	LEANINBOUND
Registration Number:	4225706	LEANIQ

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4254979	LEANTMS
Registration Number:	4138919	LEANFLEET
Registration Number:	4138920	LEANSOURCE
Registration Number:	4138921	LEANDEX
Registration Number:	3976360	GREENLANES
Registration Number:	3853609	GREENLANES
Registration Number:	3091692	ON-DEMAND TMS
Registration Number:	2792327	WEBSETTLE
Registration Number:	2571944	
Registration Number:	2466627	LEANLOGISTICS

CORRESPONDENCE DATA

Fax Number: 6082587138

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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Correspondent Name: Husch Blackwell LLP

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ATTORNEY DOCKET NUMBER:	836867-12
NAME OF SUBMITTER:	Christina N. Ostorga
SIGNATURE:	/Christina N. Ostorga/
DATE SIGNED:	09/22/2021

Total Attachments: 48

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Global Deed of Release

between

**SIXTH STREET SPECIALTY LENDING EUROPE I ADVISORS, LTD
(FORMERLY KNOWN AS TPG SPECIALTY LENDING EUROPE I
ADVISORS, LTD.)**

(as “Agent” and “Security Agent”)

and

**The Companies listed in Schedule 1
as (“Released Parties”)**

1 SEPTEMBER 2021

FRIED FRANK

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London
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THIS DEED is dated 1 September 2021

BETWEEN:

- (1) **SIXTH STREET SPECIALTY LENDING EUROPE I ADVISORS, LTD (FORMERLY KNOWN AS TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD.)** (Identification Number T17UF8388E), in its capacity as Agent of the Finance Parties under (and as defined in) the Facilities Agreement (defined below) (the “**Agent**”);
- (2) **SIXTH STREET SPECIALTY LENDING EUROPE I ADVISORS, LTD (FORMERLY KNOWN AS TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD.)** (Identification Number T17UF8388E) in its capacity as security trustee for the Secured Parties under (and as defined in) the Facilities Agreement (defined below) (the “**Security Agent**”); and
- (3) **THE ENTITIES** identified in Schedule 1 to this deed (the “**Released Parties**” and each a “**Released Party**”).

BACKGROUND

- (A) Pursuant to the senior facilities agreement originally dated 11 August 2017 and amended and restated on 31 August 2017 and as amended on 29 September 2017, 28 November 2017, 5 April 2018, 25 July 2018 and 27 January 2020 between, amongst others, BluJay Solutions Group Holdings Limited as the Parent, BluJay Solutions Holdings Limited as the Company, the financial institutions listed therein as Original Lenders, the financial institutions listed therein as Arrangers, and Sixth Street Specialty Lending Europe I Advisors, Ltd (formerly known as TPG Specialty Lending Europe I Advisors, Ltd.) as Agent and Security Agent (as such agreement may be varied, supplemented, amended and/or restated from time to time) (the “**Facilities Agreement**”), the Released Parties agreed to give certain guarantees and security.
- (B) The Released Parties have requested that the Agent and Security Agent (i) release the Released Assets from any Security created by or pursuant to the Facilities Agreement and the Finance Documents and (ii) the Released Parties from their guarantees and other obligations under the Facilities Agreement and the other Finance Documents.
- (C) The Agent and the Security Agent have agreed to such releases on the terms and conditions set out in this Deed.

IT IS AGREED as follows:

1. **DEFINITIONS**

1.1 In this Deed:

“**Australian PPS Register**” means the Personal Property Securities Register established under section 147 of the Australian PPSA.

“**Australian PPS Security Interest**” has the meaning given to the term “security interest” in section 12 of the Australian PPSA.

“**Australian PPSA**” means the Personal Property Securities Act 2009 (Cth) of Australia.

“**Australian Released Party**” means BluJay Solutions (Australia) Pty Ltd.

“**Australian Security Deed**” has the meaning given to that term in Schedule 2 (*Released Documents*).

“Australian Title Document” means any original, duplicate or counterpart certificate or document of title including any real property certificate of title, certificate of units in a unit trust, any blank share transfer forms, share certificate or certificate evidencing an investment instrument or negotiable instrument (in the case of the terms “certificate”, “investment instrument” or “negotiable instrument”, each within the meaning of the Australian PPSA).

“Business Day” means any day (other than a Saturday or Sunday) on which banks are open for general business in London and New York.

“Danish Account Pledge” has the meaning given to that term in Schedule 2 (*Released Documents*).

“Danish Assignment” has the meaning given to that term in Schedule 2 (*Released Documents*).

“Danish Negative Pledge” has the meaning given to that term in Schedule 2 (*Released Documents*).

“Danish Released Party” means BluJay Solutions A/S.

“Danish Security Documents” means the Danish Account Pledge, the Danish Assignment, the Danish Negative Pledge and the Danish Share Pledge.

“Danish Share Pledge” has the meaning given to that term in Schedule 2 (*Released Documents*).

“Dutch Notarial Pledges” has the meaning given to that term in Schedule 2 (*Released Documents*).

“Dutch Omnibus Pledges” has the meaning given to that term in Schedule 2 (*Released Documents*).

“Dutch Released Parties” means BluJay Solutions Ltd, BluJay Solutions Pte. Ltd., BluJay Solutions Holding B.V., BluJay Solutions Nordics Holding B.V. and BluJay Solutions B.V..

“Dutch Security Documents” means the Dutch Notarial Pledges and the Dutch Omnibus Pledges.

“English Debenture” has the meaning given to that term in Schedule 2 (*Released Documents*).

“English Released Party” means each Released Party incorporated under the laws of England and Wales.

“English Released Party Released Documents” means the English Debenture, the Singaporean Share Pledge, the German Notarial Pledges, the Dutch Notarial Pledges, the New York Security Documents and any other Security Document to which an English Released Party is a party.

“Facilities Agreement” has the meaning given to that term in the preamble to this Deed.

“German Account Pledges” has the meaning given to that term in Schedule 2 (*Released Documents*).

“German Global Assignments” has the meaning given to that term in Schedule 2 (*Released Documents*).

“German IP Assignments” has the meaning given to that term in Schedule 2 (*Released Documents*).

“German Notarial Pledges” has the meaning given to that term in Schedule 2 (*Released Documents*).

“German Pledges” means the German Account Pledges and the German Notarial Pledges.

“German Released Parties” means BluJay Solutions GmbH, BluJay Solutions (Germany) Holdings GmbH and BluJay Solutions Ltd (and each a **“German Released Party”**).

“German Security Documents” means the German Account Pledges, the German Global Assignments, the German IP Assignments and the German Notarial Pledges.

“New York Deposit Account Control Agreements” has the meaning given to that term in Schedule 2 (*Released Documents*).

“New York Patent Security Agreement” has the meaning given to that term in Schedule 2 (*Released Documents*).

“New York Security Agreement” has the meaning given to that term in Schedule 2 (*Released Documents*).

“New York Security Documents” means the New York Security Agreement, New York Trademark Security Agreement, New York Patent Security Agreement, New York Deposit Account Control Agreements and the New York Share Pledge.

“New York Share Pledge” has the meaning given to that term in Schedule 2 (*Released Documents*).

“New York Trademark Security Agreement” has the meaning given to that term in Schedule 2 (*Released Documents*).

“Payoff Effective Time” has the meaning given to that term in the Pay-off Letter.

“Pay-off Letter” means the pay-off letter entered into on or around the date of this Deed by, amongst others, the Security Agent and BluJay Solutions Group Holdings Limited as the Parent.

“Released Assets” means all of the undertaking, property and assets, present and future, of each of the Released Parties which are subject to the Security or the Security Interests under or pursuant to any Released Document.

“Released Documents” means each of the documents listed in Schedule 2 (*Released Documents*) and any other Finance Documents entered into by the Released Parties from time to time.

“Secured Parties” has the meaning given to such term in the Released Documents.

“Security” means any mortgage, charge, pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect, and includes any Australian PPS Security Interest.

“Security Interests” means all or any of the Security created or expressed to be created by the Obligors in favour of the Security Agent and/or any other Secured Parties in connection with the Facilities Agreement and/or the Intercreditor Agreement.

“Singaporean Debenture” has the meaning given to that term in Schedule 2 (*Released Documents*).

“Singaporean Released Parties” means BluJay Solutions Group Holdings Limited, BluJay Solutions Ltd and BluJay Solutions Pte. Ltd..

“Singaporean Security Documents” means the Singaporean Debenture and the Singaporean Share Pledge.

“Singaporean Share Pledge” has the meaning given to that term in Schedule 2 (*Released Documents*).

1.2 Unless given a different meaning in this Deed, terms defined in the Finance Documents, the Facilities Agreement and/or the Intercreditor Agreement have the same meaning when used in this Deed.

1.3 It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

2. **RELEASE**

(a) Effective as of the Payoff Effective Time, the Security Agent without recourse, representation or warranty, irrevocably, immediately and unconditionally:

(i) releases, terminates and discharges all Security in all Released Assets granted to it and, surrenders, transfers, reassigns and reconveys all of the right, title and interest in the Released Assets transferred to it or created pursuant to the Released Documents to the Released Parties free and clear of any Security created by the Released Documents;

(ii) releases and discharges the Released Parties from any and all obligations, liabilities, undertakings, covenants and restrictions (whether present or future, actual or contingent and whether guarantee, indemnity, security or otherwise) evidenced or conferred under the Facilities Agreement and the Finance Documents;

(iii) releases each Released Party from any power of attorney granted under or pursuant to any Finance Document in favour of the Security Agent and/or the other Secured Parties and such power of attorney is hereby revoked and terminated;

(iv) authorises each Released Party to give notice (at that Released Party's reasonable cost and expense) on behalf of the Security Agent of the releases under this Deed to any person on whom notice of any security interest created by the Transaction Security Documents and in respect of the Released Assets was served;

(v) confirms that any and all other Security granted by a Released Party in favour of the Security Agent and/or the other Secured Parties pursuant to the Transaction Security Documents is released; and

(vi) agrees that it will, immediately or on the same day as the Payoff Effective Time, return any share certificates, stock transfer forms and all other documents of title held by it in relation to the Released Assets and Released Documents, including but not limited to those listed in Schedule 6 to the Released Parties (or as they may otherwise direct) and (at the reasonable request and at the sole cost of the Released Parties) do all such other things as reasonably necessary to give effect to this Deed.

(b) On and following the Payoff Effective Time, the Released Parties shall be authorised to file a form MR04 in respect of each English Released Party Released Document declaring satisfaction of relevant Security with the Companies Registry, Cardiff.

- (c) The Security Agent confirms that as at the date of this Deed and the Payoff Effective Time:
- (i) so far as the Security Agent is aware (without imposing any obligation on them to make positive enquiries or searches), no events have occurred which have resulted in the crystallisation of a floating charge contained in any Released Document; and
 - (ii) it has taken no action or step which has resulted in the crystallisation of a floating charge contained in any Released Document.

3. NEW YORK RELEASE

- 3.1 At and from the Payoff Effective Time, the Security Agent irrevocably and unconditionally releases and cancels the Security constituted by the New York Security Documents and the New York Security Documents shall be terminated.
- 3.2 Promptly following the Payoff Effective Time, the Security Agent irrevocably and unconditionally undertakes to deliver to each applicable Released Party to the New York Security Documents, executed intellectual property security agreement releases for filing in the US Patent and Trademark Office, UCC-3 termination statements, account control agreement termination notices and such other instruments of release and discharge pertaining to the New York Security Documents in any of the property, real or personal, of such Released Party as such Released Party may reasonably request to effectuate, or reflect of public record, the release and discharge of all such security interests and liens, and the Security Agent irrevocably and unconditionally authorises each such Released Party to file such releases or other instruments of release and discharge or deliver them to any person to evidence the termination and release of such security interests and liens as aforesaid, and thereafter any account control agreement, blocked account agreement, and the like in favour of the Security Agent or any other party in connection with the Facilities Agreement and/or Intercreditor Agreement shall be automatically terminated, without further action of any person, and irrevocably and unconditionally undertakes promptly after the date of this Deed to (i) deliver or return to the Released Parties any other collateral in possession of the Security Agent or any Lender (as defined in the Facilities Agreement) and (ii) deliver such other termination statements or documents as the Company may from time to time reasonably request to effectuate or reflect of public record the release and discharge of such security interests and liens.

4. DUTCH RELEASE

- (a) With effect from the Payoff Effective Time, the Security Agent hereby:
- (i) unconditionally and irrevocably terminates (*zegt op*) all rights of pledge created pursuant to the Dutch Security Documents in accordance with the terms of the Dutch Security Documents and within the meaning of section 3:81 paragraph 2 subparagraph d of the Dutch Civil Code and accepts the release (*afstand*) of the contractual rights and obligations arising from the Dutch Security Documents; and
 - (ii) to the extent required, hereby waives (*doet afstand van*) its contractual rights and obligations pursuant to the Dutch Security Documents and within the meaning of section 3:81 paragraph 2 subparagraph c of the Dutch Civil Code.
- (b) The Dutch Released Parties (as applicable) hereby acknowledge such termination and hereby accept such waiver.
- (c) With effect from the Payoff Effective Time, the Security Agent hereby unconditionally and irrevocably:

- (i) releases and discharges the Dutch Released Parties from all present or future liabilities and obligations (both actual and contingent and including any liability to one another by way of contribution or indemnity) arising under or pursuant to the Dutch Security Documents;
 - (ii) authorises the Dutch Released Parties to give notice on behalf of the Security Agent of the releases under this Deed to any person on whom notice of any security interest created by the Dutch Security Documents was served or to any other person who the Dutch Released Parties select (acting reasonably); and
 - (iii) authorises the Dutch Released Parties to prepare and file all instruments of release as are necessary or desirable to effectuate, or reflect on public record, the release and discharge of the security and liens created by the Dutch Security Documents in all relevant jurisdictions (including without limitation all filings to be made with public authorities and registrars).
- (d) With effect from the Payoff Effective Time, the Dutch Released Parties and the Security Agent hereby terminate any contractual arrangements under and pursuant to the Dutch Security Documents, including but not limited to any power of attorney, representation or warranty or obligation to create or to perfect security.

5. GERMAN RELEASE

5.1 Release of German Pledges

- (a) With effect from the Payoff Effective Time,
- (i) the Security Agent (acting on its own behalf and on behalf of the other Secured Parties (as defined in the Facilities Agreement)) in its capacity as Pledgee (as defined in the German Pledges) and each German Released Party irrevocably agree that any pledges created under the German Pledge Agreements shall cease to exist;
 - (ii) the Security Agent (acting on its own behalf and on behalf of the other Secured Parties (as defined in the Facilities Agreement)) in its capacity as Pledgee (as defined in the German Pledges) irrevocably cancels and waives all rights of pledge (*Pfandrechte*) according to sections 1273 para.2, 1255 para.1 German Civil Code (*Bürgerliches Gesetzbuch*) (*Aufhebung des Pfandrechts*) over:
 - (A) the shares in the German Released Parties (as applicable) and the ancillary rights pertaining thereto previously created by the German Released Parties in favour of the Pledgees (as defined in the German Notarial Pledges) pursuant to the German Notarial Pledges; and
 - (B) the German bank accounts held by the German Released Parties and the ancillary rights pertaining thereto previously created by the German Released Parties in favour of the Pledgee (as defined in German Account Pledges) pursuant to the German Account Pledges; and
 - (iii) the Security Agent (acting on its own behalf and on behalf of the other Secured Parties (as defined in the Facilities Agreement)) waives (*verzichtet auf*) the Parallel Debt (under and as defined in the Intercreditor Agreement).
- (b) With effect from the date of this Deed, the Security Agent hereby irrevocably reassigns and, if applicable, retransfers to each relevant German Released Party any present and future receivables, rights and claims that have been assigned by each relevant German Released Party for security purposes to the Security Agent under the German Pledges

and hereby irrevocable agrees to mutually terminate all rights and obligations under any German Pledge.

- (c) Each German Released Party hereby:
 - (i) accepts and acknowledges the releases, cancellations and waivers set out in Clause 5.1(a) above; and
 - (ii) accepts the reassignments and, if applicable, retransfers and the terminations set out in Clause 5.1(b) above.

5.2 Reassignment under the German Global Assignments

- (a) With effect from the date of this Deed, the Security Agent hereby irrevocably:
 - (i) releases and discharges all security interests created in favour of the Security Agent pursuant to the German Global Assignments;
 - (ii) reassigns to each of the German Released Parties as the case may be, all Assigned Receivables (as defined in the German Global Assignments) that have been assigned by the respective entity for security purposes under the German Global Assignments to the Security Agent; and
 - (iii) agrees to mutually terminate all rights and obligations under the German Global Assignments.
- (b) Each of the German Released Parties accepts the releases, discharges, reassignments and terminations set out in Clause 5.2(a) above.

5.3 Reassignment of Assigned IP Rights under the German IP Assignments

- (a) With effect from the date of this Deed, the Security Agent hereby irrevocably:
 - (i) releases and discharges all security interests created in favour of the Security Agent pursuant to the German IP Assignments;
 - (ii) reassigns to each of the German Released Parties, as the case may be, the Assigned IP Rights (as defined in the German IP Assignments) together with all necessary security rights (*akzessorische Sicherheiten*) and any other rights and claims that have been assigned by the German Released Parties, respectively, for security purposes under the German IP Assignments to the Security Agent; and
 - (iii) agrees to mutually terminate all rights and obligations under the German IP Assignments.
- (b) Each of the German Released Parties hereby accepts the releases, discharges, reassignments and the terminations set out in Clause 5.3(a) above.

5.4 Other reassignments, revocations and additional assurance

- (a) In the event that any German Released Party has granted any additional security interests under any of the German Security Documents in favour of the Security Agent under any Security Document governed by German law which are not referred to in the Clauses 5.1 to 5.3 (the "**Additional German Security Interests**"), with effect from the date of this Deed, the Security Agent hereby irrevocably releases any and all such Additional German Security Interests to such relevant German Released Party (and irrevocably reassigns, retransfers, assigns and discharges such Additional German

Security Interests to such relevant German Released Party, as the case may be), which hereby accept such respective release (and reassignment, retransfer, assignment or discharge, as the case may be).

- (b) With effect from the date of this Deed, each German Released Party revokes any authorisation or power of attorney given to the Pledgee (as defined in the German Pledges) and the Security Agent under or in connection with any other German Security Agreement.
- (c) The Security Agent will, without undue delay on or after the date of this Deed, but not later than ten Business Days after the date of this Deed, execute notifications addressed to each account bank under the German Account Pledges substantially in the forms set out in Schedule 3 and return them to the relevant German Released Parties which shall send them to the respective account banks in order to inform them about the releases, reassignments and retransfers in relation to the bank accounts pledged under the German Account Pledges.
- (d) The Security Agent will, without undue delay on or after the date of this Deed, but not later than ten Business Days after the date of this Deed, execute notifications addressed to each third party debtor of a receivable assigned under the German Global Assignments to which such assignment had been notified in accordance with the provisions of the German Global Assignments substantially in the form set out in Schedule 4 and return them to the relevant German Released Parties which shall send them to the respective debtor in order to inform them about the releases, reassignments and retransfers in relation to the receivables assigned for security purposes under the German Global Assignments.
- (e) The Security Agent shall, if applicable, deregister any Assigned IP Rights if so registered in favour of the Security Agent.

6. DANISH RELEASE

- 6.1 With respect to the release of the Security Interests created under the Danish Security Documents, the Security Agent is acting under this Deed for and on behalf of itself and each of the other Secured Parties (in whose favour such Security Interests have been established).
- 6.2 With immediate effect on or after the Payoff Effective Time, the Security Agent, for itself and acting on behalf of the Secured Parties, unconditionally and irrevocably (without further notice or action of any kind and without recourse, representation or warranty) hereby:
 - (a) releases and discharges each Danish Released Party's Security and undertaking from the Security Interests constituted, created, evidenced or conferred by or pursuant to the Danish Security Documents to which it is a party;
 - (b) releases, discharges, waives, terminates, reassigns and retransfers to each Danish Released Party its rights, title and interest in that Danish Released Party's Security Interests and undertaking present or future, that were assigned, charged or otherwise provided as Security Interests to the Security Agent and/or the Secured Parties by or pursuant to the Danish Security Documents to which it is a party;
 - (c) confirms that this Deed constitutes a notice to each the Secured Parties (as defined in the Facilities Agreement) whereby each Secured Party is, through the Security Agent, hereby notified that with immediate effect on and from the date of this Deed, the security created under the Danish Security Documents have been released unconditionally and irrevocably in accordance with the terms of this Deed;

- (d) confirms that this Deed may constitute a notice to each company which is a debtor under any intra-group loan agreement or receivable which is subject to security under the Danish Security Documents whereby each debtor is, through the Security Agent, hereby notified that with immediate effect on and from the date of this Deed such security has been released unconditionally and irrevocably in accordance with the terms of this Deed and that any and all payments subject to the Danish Assignment may from and following the Payoff Effective Time be made with releasing effect if made to the relevant assignor thereof;
- (e) confirms that each company referred to in paragraphs (c) and (d) above may take any and all actions required to give full effect to such release, including updating registers and completing any other registrations or filings;
- (f) releases, discharges, waives and terminates its rights, title and interest pursuant to the Danish Share Pledge and hereby irrevocably and unconditionally (i) notifies the Danish Released Party hereof, and (ii) authorises the Danish Released Party to remove the recording in its share register of the security created under the Danish Share Pledge;
- (g) releases, discharges, waives and terminates its rights, title and interest pursuant to the Danish Account Pledge and confirms that the Security Agent promptly will notify the Account Bank (as defined in the Danish Account Pledge) that such security is irrevocably and unconditionally released in the form set out in Schedule 5;
- (h) releases, discharges, waives and terminates its rights, title and interest pursuant to the Danish Negative Pledge and confirms that the Security Agent as soon as practically possible and not later than 2 weeks after the Payoff Effective Time will procure that the negative pledges registered in the Danish Register of Chattel Mortgages on the Danish Released Party in favour of the Security Agent will be deleted; and
- (i) confirms that any power of attorney granted under the Danish Security Documents shall terminate without any further action.

7. SINGAPOREAN RELEASE

- 7.1 At and from the Payoff Effective Time, the Security Agent without recourse, representation or warranty irrevocably and unconditionally releases, terminates and discharges the Security constituted by and the Security Interests under the Singaporean Security Documents and surrenders, transfers, reassigns and reconveys all of the right, title and interest in the Released Assets transferred to it or created pursuant to the Singaporean Documents to the Singaporean Released Parties free and clear of any Security and Security Interests created by the Singapore Security Documents, and the Singaporean Security Documents shall be terminated.
- 7.2 Within 10 Business Days after the Payoff Effective Time, the Security Agent irrevocably and unconditionally undertakes to:
 - (a) return the share certificate(s) and share transfer form(s) (executed in blank) that were delivered to the Security Agent in connection with the Singaporean Share Pledge; and
 - (b) sign such forms as may be necessary to authorise the filing of all instruments of release (the "Filings") as are necessary or desirable to effectuate, or reflect on public record, the release and discharge of the Security and Security Interests created by the Singaporean Security Documents in all relevant jurisdictions (including without limitation) a statement of satisfaction of registered charge ("**SSRC**") in respect of the Singaporean Debenture with the Accounting and Corporate Regulatory Authority in Singapore ("**ACRA**") substantially in the form in Schedule 7 of this Deed.

7.3 On and following the Payoff Effective Time, the Singaporean Released Parties shall be authorised to file the Filings with any applicable authority, including (in the case of the SSRC) ACRA.

8. AUSTRALIAN RELEASE

8.1 At and from the Payoff Effective Time, the Security Agent without recourse, representation or warranty irrevocably and unconditionally releases, terminates and discharges:

- (a) the Australian Release Party from all of its obligations under the Australian Security Deed; and
- (b) the Security constituted by and the Security Interests under the Australian Security Deed.

8.2 At and from the Payoff Effective Time, the Australian Security Deed shall be terminated.

8.3 Within 10 Business Days after the Payoff Effective Time, the Security Agent shall discharge the registration registered on the Australian PPS Register with number 202003270000457 with respect to the relevant Released Assets to reflect the release of the Security under this Deed.

8.4 The Security Agent shall take all reasonable steps and execute all documents reasonably required by the Australian Released Party to give effect to the transaction contemplated by this Deed.

8.5 The Security Agent agrees to return to the Australian Released Party on or promptly after the Payoff Effective Time, and in any event within 10 Business Days after the Payoff Effective Time, all Australian Title Documents held by the Security Agent in relation to the Released Assets pertaining to the Australian Security Deed including the original share certificates and blank share transfer form for Expedient Software Pty Limited ACN 079 873 626.

9. FURTHER ASSURANCE

The Security Agent shall (at the reasonable request and cost of any Released Party) do all such things and execute all such deeds, documents, memoranda, agreements or instruments and perform all such acts as may be reasonably necessary (including registrations or filings) as may be reasonably necessary to give effect to the provisions of this Deed.

10. EXPENSES

The Company shall within thirty calendar days of demand, pay to the Security Agent the amount of all costs and expenses (including legal fees) reasonably incurred by it under the Transaction Security Documents in connection with the negotiation, preparation, execution and performance of this Deed.

11. MISCELLANEOUS

11.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no rights or benefits expressly or impliedly conferred by this Deed shall be enforceable under that Act

against the parties to this Deed by any other person, provided that each of the Released Parties shall be entitled to enforce the rights under this Deed in its own right.

- 11.2 If any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.
- 11.3 This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.
- 11.4 Failure by one or more parties (“**Non-Signatories**”) to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions.

12. **GOVERNING LAW**

- 12.1 This Deed and any dispute or claim (including non-contractual obligations) arising out of or in connection with it shall be governed and construed in accordance with the laws of England and Wales.
- 12.2 Subject to Clauses 12.3 to 12.8 below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed) (a “**Dispute**”). 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.
- 12.3 The provisions in Clause 3 (*New York Release*) shall be governed and construed in accordance with the laws of New York (including, without limitation, sections 5-1401 and 5-1402 of the General Obligations law of the State of New York).
- 12.4 The provisions in Clause 4 (*Dutch Release*) and any other non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Netherlands.
- 12.5 The provisions in Clause 5 (*German Release*) shall be governed by and construed in accordance with the laws of Germany. Each of the Parties hereto irrevocably agrees that all disputes arising out of the provisions in Clause 5 (*German Release*) shall be submitted to the courts of the Frankfurt am Main, Germany, exclusively.
- 12.6 The provisions in Clause 6 (*Danish Release*) shall be governed and construed in accordance with the laws of Denmark.
- 12.7 The provisions in Clause 7 (*Singaporean Release*) shall be governed and construed in accordance with the laws of Singapore. Each of the Parties hereto irrevocably agrees that all disputes arising out of or in connection with the provisions in Clause 7 (*Singaporean Release*) shall be submitted to the exclusive jurisdiction of the courts of Singapore.
- 12.8 The provisions in Clause 8 (*Australian Release*) shall be governed by and construed in accordance with the laws of New South Wales, Australia. Each of the Parties hereto irrevocably agrees that all disputes arising out of or in connection with the provisions in Clause 8

(Australian Release) shall be submitted to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

12.9 The Parties agree that, for the benefit of the Secured Parties only, nothing in this Deed shall limit the right of the Secured Parties to bring any legal action against any of the Released Parties in any other court of competent jurisdiction.

13. **PARTIAL INVALIDITY AND AMENDMENTS (GERMAN RELEASE)**

Without prejudice to any other provision hereof, if at any time any provision hereof is or becomes invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, or if the Parties become aware of any omission (*Vertragslücke*) hereto of any terms which were intended to be included in this Deed, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party or parties or such omission shall not, to the fullest extent permitted by applicable law, render invalid, illegal or unenforceable such provision or provisions in any other jurisdiction or with respect to any other Party or Parties hereto and shall not affect or impair the validity, legality and enforceability of the remaining provisions hereof. Such invalid, illegal or unenforceable provision or such omission shall be replaced by the Parties with a provision which comes as close as reasonably possible to the commercial intentions of the invalid, illegal, unenforceable or omitted provision. Section 139 German Civil Code (*Bürgerliches Gesetzbuch*) is hereby waived.

IN WITNESS whereof this Deed has been duly executed and delivered as a deed on the date stated at the beginning of this Deed.

**SCHEDULE 1
THE RELEASED PARTIES**

Company	Register Number
BluJay Solutions Group Holdings Limited	08035563 (England and Wales)
BluJay Solutions Holdings Limited	08036181 (England and Wales)
BlackBay Limited	05280294 (England and Wales)
BluJay Solutions Ltd	01037515 (England and Wales)
BluJay Solutions Inc.	2822412 (Delaware, USA)
BluJay Solutions Holding B.V.	23082200 (The Netherlands)
BluJay Solutions Nordics Holding B.V.	23091987 (The Netherlands)
BluJay Solutions B.V.	23054829 (The Netherlands)
BluJay Solutions GmbH	HRB 3317 (Germany)
BluJay Solutions (Germany) Holdings GmbH	HRB 14078 (Germany)
BluJay Solutions A/S	12316100 (Denmark)
BluJay Solutions Pte. Ltd.	199308531G (Singapore)
BluJay Solutions (Australia) Pty Ltd	113156175 (Australia)

**SCHEDULE 2
RELEASED DOCUMENTS**

1. English law governed debenture dated 14 September 2017 and entered into by (i) BluJay Solutions Group Holdings Limited as Parent, (ii) BluJay Solutions Group Holdings Limited, BluJay Solutions Holdings Limited, BluJay Solutions Ltd. and Blackbay Limited as Original Chargors and (iii) the Security Agent (the “**English Debenture**”).
2. New York law governed pledge agreement dated 14 September 2017 and entered into by (i) BluJay Solutions Limited and the other grantors from time to time and (ii) the Security Agent (the “**New York Share Pledge**”).
3. New York law governed security agreement dated 14 September 2017 and entered into by (i) BluJay Solutions Limited and the other grantors from time to time as Grantors and (ii) the Security Agent (the “**New York Security Agreement**”).
4. New York law governed trademark security agreement dated 14 September 2017 and entered into by (i) BluJay Solutions Inc., BluJay Solutions Co. and other grantors from time to time as Grantors and (ii) the Security Agent (the “**New York Trademark Security Agreement**”).
5. New York law governed patent security agreement dated 14 September 2017 and entered into by (i) BluJay Solutions Inc. and other grantors from time to time as Grantors and (ii) the Security Agent (the “**New York Patent Security Agreement**”).
6. New York law governed deposit account control agreements dated 13 December 2017 as amended and/or restated form time to time, and entered into by:
 - a. (i) BluJay Solutions, Co. as Company, (ii) Sixth Street Specialty Lending Europe I Advisors, Ltd (formerly known as TPG Specialty Lending Europe I Advisors, Ltd.) as Lender and (iii) Bank of America, N.A. as Bank; and
 - b. (i) BluJay Solutions Inc. as Company, (ii) Sixth Street Specialty Lending Europe I Advisors, Ltd (formerly known as TPG Specialty Lending Europe I Advisors, Ltd.) as Secured Party and (iii) Wells Fargo Bank, National Association as Bank,together, the “**New York Deposit Account Control Agreements**”.
7. Dutch law governed omnibus pledges dated 30 November 2017 and entered into by:
 - a. (i) BluJay Solutions Holding B.V. as Pledgor and (ii) the Security Agent as Pledgee;
 - b. (i) BluJay Solutions B.V. as Pledgor and (ii) the Security Agent as Pledgee; and
 - c. (i) BluJay Solutions Nordics Holding B.V. as Pledgor and (ii) the Security Agent as Pledgee,together, the “**Dutch Omnibus Pledges**”.
8. Dutch law governed notarial deeds of pledge over shares dated 30 November 2017 and entered into by:
 - a. (i) BluJay Solutions Ltd as Pledgor, (ii) the Security Agent as Pledgee and (iii) BluJay Solutions Holding B.V. as Company;
 - b. (i) BluJay Solutions Holding B.V. as Pledgor, (ii) the Security Agent as Pledgee and (iii) BluJay Solutions B.V. as Company; and

- c. (i) BluJay Solutions Holding B.V. as Pledgor, (ii) the Security Agent as Pledgee and (iii) BluJay Solutions Nordics Holding B.V. as Company,

together, the “**Dutch Notarial Pledges**”.

- 9. German law governed notarial pledge over shares and rights ancillary thereto dated 30 November 2017 and entered into by:

- a. (i) BluJay Solutions Ltd. as Pledgor, (ii) BluJay Solutions (Germany) Holdings GmbH (formerly known as Blitz F17-389 GmbH) as Company and (iii) the Security Agent as Pledgee (roll of deeds no 210/2017 of the notary Dr. Annette Bödeker, Frankfurt am Main); and

- b. (i) BluJay Solutions (Germany) Holdings GmbH (formerly known as Blitz F17-389 GmbH) as Pledgor, (ii) BluJay Solutions GmbH as Company and (iii) the Security Agent as Pledgee (roll of deeds no 210/2017 of the notary Dr. Annette Bödeker, Frankfurt am Main),

together, the “**German Notarial Pledges**”.

- 10. German law governed assignments of intellectual property rights dated 30 November 2017 and entered into by:

- a. (i) BluJay Solutions (Germany) Holdings GmbH (formerly known as Blitz F17-389 GmbH) as Assignor and (ii) the Security Agent; and

- b. (i) BluJay Solutions GmbH as Assignor and (ii) the Security Agent,

together, the “**German IP Assignments**”.

- 11. German law governed account pledge agreements dated 30 November 2017 and entered into by:

- a. (i) BluJay Solutions (Germany) Holdings GmbH (formerly known as Blitz F17-389 GmbH) as Pledgor, (ii) the Security Agent as Pledgee and (iii) others as Original Lenders and Mandated Lead Arrangers; and

- b. (i) BluJay Solutions GmbH as Pledgor, (ii) the Security Agent as Pledgee and (iii) others as Original Lenders and Mandated Lead Arrangers,

together, the “**German Account Pledges**”.

- 12. German law governed global assignment agreements (including, inter alia, intra-group, insurance, hedging and trade receivables) dated 30 November 2017 and entered into by:

- a. (i) BluJay Solutions (Germany) Holdings GmbH (formerly known as Blitz F17-389 GmbH) and (ii) the Security Agent; and

- b. (i) BluJay Solutions GmbH as Assignor and (ii) the Security Agent,

together, the “**German Global Assignments**”.

- 13. Danish law governed pledge over shares dated 30 November 2017 and entered into by (i) BluJay Solutions Nordics Holding B.V. as Pledgor, (ii) the Secured Parties (as defined in the Facilities Agreement) as Pledgees and (iii) the Security Agent (the “**Danish Share Pledge**”).

14. Danish law governed pledge over bank accounts dated 30 November 2017 and entered into by (i) BluJay Solutions Nordics Holding B.V., (ii) the Secured Parties (as defined in the Facilities Agreement) as Pledges and (iii) the Security Agent (the "**Danish Account Pledge**").
15. Danish law governed assignment of intercompany receivables dated 30 November 2017 and entered into by (i) BluJay Solutions A/S as Assignor, (ii) the Secured Parties (as defined in the Facilities Agreement) as Assignees and (iii) as the Security Agent (the "**Danish Assignment**").
16. Danish law governed negative pledge agreement dated 30 November 2017 and entered into by (i) BluJay Solutions A/S as Grantor, (ii) the Secured Parties (as defined in the Facilities Agreement) and (iii) as the Security Agent (the "**Danish Negative Pledge**").
17. Singapore law governed debenture dated 30 November 2017 and entered into by (i) BluJay Solutions Group Holdings Limited as Parent, (ii) BluJay Solutions Pte. Ltd. as Original Chargor and (iii) the Security Agent (the "**Singaporean Debenture**").
18. Singapore law governed share charge dated 30 November 2017 and entered into by (i) BluJay Solutions Group Holdings Limited as Parent, (ii) BluJay Solutions Ltd as Chargor and (iii) the Security Agent (the "**Singaporean Share Pledge**").
19. Australian law governed specific security deed dated 27 March 2020 and entered into by (i) BluJay Solutions (Australia) Pty Ltd as Grantor and (ii) the Security Agent (the "**Australian Security Deed**").

**SCHEDULE 3
FORM OF GERMAN ACCOUNT PLEDGE NOTICE**

**Anzeige über Freigabe des
Kontenpfandrechts**

Notification of account pledge release

From:

[Security Agent]

To/An:

[Account Bank]

[Date]

**Anzeige über Freigabe des
Kontenpfandrechts bezüglich der Konten wie
aus Annex 1 (Konten) hierzu ersichtlich
(nachfolgend als die "KONTEN" bezeichnet)**

**Notification of account pledge release in
relation to the accounts set out in Annex 1
(Accounts) hereto (hereafter collectively
referred to as the "Accounts")**

Sehr geehrte Damen und Herren,

Dear Sir or Madam,

mit Datum vom [] hat [Verpfänder] an uns die
KONTEN verpfändet.

as of [] [Pledgor] has pledged the Accounts in
our favour.

Wir bestätigen hiermit, dass wir unser
Pfandrecht freigegeben haben.

We hereby confirm that we have released our
pledge.

Mit freundlichen Grüßen,

Kind regards,

[Security Agent]

**ANNEX 1
KONTEN / ACCOUNTS**

[Accounts]

**SCHEDULE 4
FORM OF GERMAN GLOBAL ASSIGNMENT NOTICE**

From/Von:

[Security Agent]

To/An:

[Third Party Debtor]

Dear Sirs

We refer to the global assignment agreement dated [] (the "Global Assignment Agreement") between [] as assignor (the "Assignor") and us as assignee pursuant to which the Assignor has assigned to us for security purposes, among other things, any and all claims against you under or in connection with [].

We hereby confirm that we have released any and all security interests created under the Global Assignment Agreement and have re-assigned to the Assignor any and all claims assigned thereunder.

Sehr geehrte Damen und Herren,

Wir nehmen Bezug auf den Vertrag über die Abtretung von Forderungen vom [] (der "Sicherungsabtretungsvertrag") zwischen [] als Sicherungsgeber (der "Sicherungsgeber") und uns als Sicherungsnehmer gemäß welchem der Sicherungsgeber unter anderem alle Ansprüche gegen Sie aus oder im Zusammenhang mit [] an uns zur Sicherheit abgetreten hat.

Wir bestätigen Ihnen hiermit, dass wir alle unter dem Sicherungsabtretungsvertrag bestellten Sicherheiten freigegeben und alle insoweit abgetretenen Ansprüche an den Sicherungsgeber zurückabgetreten haben.

Yours sincerely/Mit freundlichen Grüßen

[Security Agent]

SCHEDULE 5
FORM OF RELEASE NOTICE OF ACCOUNT PLEDGE GOVERNED BY DANISH LAW

[•] as [Account Bank]

Date: ____ [•] 2021

Release of Account Pledge Agreement

Dear Sirs,

We refer to an account pledge agreement dated 30 November 2017 (the "**Account Pledge**") between Blujay Solutions A/S as pledgor (the "**Pledgor**") and TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD. as security agent and the Secured Parties as defined therein relating to bank account nos. [•] with you and the letter of notification dated [•].

We hereby notify you, with effect from the date of this letter, that the bank accounts pledged under the Account Pledge are no longer pledged to us and the notice given to you under the Account Pledge is no longer effective.

Yours faithfully,

SIXTH STREET SPECIALTY LENDING EUROPE I ADVISORS, LTD
(FORMERLY KNOWN AS TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD.)

**SCHEDULE 6
PLEGGED EQUITY TO BE RETURNED**

Share Certificates

Name of Grantor	Name of Pledged Company	Number of Shares/ Units	Class of Interests	Percentage of Class Owned	Percentage of Class Pledged	Certificate Nos.
BluJay Solutions Inc.	BluJay Solutions Co.	1,472.00	Common Stock	100%	100%	CS-017
BluJay Solutions Limited	BluJay Solutions Inc.	9,964	Common Stock	100%	100%	12
BluJay Solutions Limited	BluJay Solutions USA Inc.	131.00	Common Stock	100%	100%	CS-5
BluJay Solutions Group Holdings Limited	BluJay Solutions Holdings Limited	10,000	Ordinary	100%	100%	3 <i>and related Stock Transfer Form.</i>
BluJay Solutions Holdings Limited	BluJay Solutions Ltd.	92,988,466	Ordinary	100%	100%	<i>And related Stock Transfer Form.</i>
BluJay Solutions Ltd.	Blackbay Limited	108,884	Ordinary	100%	100%	56 <i>and related Stock Transfer Form.</i>
BluJay Solutions Ltd.	Blackbay Limited	52,016	Ordinary A	100%	100%	57 <i>and related Stock Transfer Form.</i>
BluJay Solutions Ltd.	BluJay Solutions Pte. Ltd.	6,800,000	Ordinary	100%	100%	11 <i>and related Stock Transfer Form.</i>

Name of Grantor	Name of Pledged Company	Number of Shares/ Units	Class of Interests	Percentage of Class Owned	Percentage of Class Pledged	Certificate Nos.
BluJay Solutions Ltd.	BluJay Solutions Pte. Ltd.	1,293,381	Ordinary	100%	100%	12 <i>and related Stock Transfer Form.</i>
BluJay Solutions Ltd.	BluJay Solutions Pte. Ltd.	1,841,010	Ordinary	100%	100%	13 <i>and related Stock Transfer Form.</i>

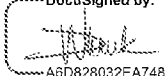
**SCHEDULE 7
DRAFT SSRC**

SIGNATORIES

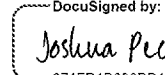
THE SECURITY AGENT

Executed as a deed by
**SIXTH STREET SPECIALTY LENDING
EUROPE I ADVISORS, LTD**
acting by

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Name: **Daniel Wanek**
Title: **Director**

DocuSigned by:

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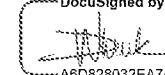
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Name: **Joshua Peck**
Title: **Director**

DocuSigned by:

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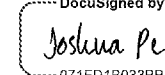
THE AGENT

Executed as a deed by
**SIXTH STREET SPECIALTY LENDING
EUROPE I ADVISORS, LTD**
acting by

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Name: **Daniel Wanek**
Title: **Director**

DocuSigned by:

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Name: **Joshua Peck**
Title: **Director**

DocuSigned by:

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THE RELEASED PARTIES

Executed as a deed by
by **BLUJAY SOLUTIONS GROUP HOLDINGS
LIMITED**
acting by

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DocuSigned by:

Andrew Kirkwood

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Name: Andrew David Kirkwood



Title: Director

Name: Deep Shah

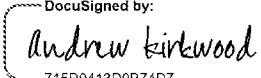
Title: Director

THE RELEASED PARTIES

Executed as a deed by)
by **BLUJAY SOLUTIONS GROUP HOLDINGS**)
LIMITED)
acting by) **Name: Andrew David Kirkwood**
) **Title: Director**

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)  **DocuSigned by:**
) 
) **FC35104F6FD34CE**
) **Name: Deep Shah**
) **Title: Director**

Executed as a deed by
by **BLUJAY SOLUTIONS HOLDINGS
LIMITED**
acting by


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)715D0413D0B74D7.....
) Name: Andrew David Kirkwood
Title: Director

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) Name: Deep Shah
Title: Director

Executed as a deed by
by **BLUJAY SOLUTIONS HOLDINGS
LIMITED**
acting by

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) Name: Andrew David Kirkwood
Title: Director

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) Name: Deep Shah
Title: Director

DocuSigned by:

FC36184F6F024CE.....

Executed as a deed by
by **BLACKBAY LIMITED**
acting by

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DocuSigned by:
Andrew Kirkwood
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Name: Andrew David Kirkwood
Title: Director

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Name: Joy Burkholder Meier
Title: Director

Executed as a deed by
by **BLACKBAY LIMITED**
acting by

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) Name: Andrew David Kirkwood
Title: Director

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) Name: Joy Burkholder Meier
Title: Director

DocuSigned by:
Joy Burkholder Meier
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Executed as a deed by
BLUJAY SOLUTIONS LTD acting by

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DocuSigned by:

Andrew Kirkwood

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Name: Andrew David Kirkwood

Title: Director

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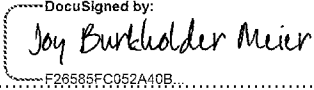
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Name: Joy Burkholder Meier

Title: Director

Executed as a deed by
BLUJAY SOLUTIONS LTD acting by

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) Name: Andrew David Kirkwood
Title: Director

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) Name: Joy Burkholder Meier
Title: Director

Executed as a deed by
BLUJAY SOLUTIONS INC. acting by

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DocuSigned by:

Andrew Kirkwood

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Name: Andrew David Kirkwood

Title: Director

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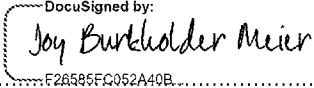
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Name: Joy Burkholder Meier

Title: Director

Executed as a deed by
BLUJAY SOLUTIONS INC. acting by

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) Name: Andrew David Kirkwood
Title: Director

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) Name: Joy Burkholder Meier
Title: Director

Executed as a deed by)
BLUJAY SOLUTIONS HOLDING B.V.)
acting by)

DocuSigned by:

Ben de Vos

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) Name: Benjamin de Vos
) Title: Director

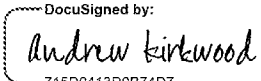
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) Name: Andrew David Kirkwood
) Title: Director

Executed as a deed by)
BLUJAY SOLUTIONS HOLDING B.V.)
acting by)
) Name: Benjamin de Vos
) Title: Director

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) Name: Andrew David Kirkwood
) Title: Director

Executed as a deed by)
BLUJAY SOLUTIONS NORDICS HOLDING B.V.)
acting by)

DocuSigned by:

Ben de Vos

.....E63E942A774E468.....

) Name: Benjamin de Vos
Title: Director

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) Name: Andrew David Kirkwood
Title: Director

Executed as a deed by)
BLUJAY SOLUTIONS NORDICS HOLDING B.V.)
acting by)

.....
) Name: Benjamin de Vos
Title: Director

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DocuSigned by:
Andrew Kirkwood

.....715D0413E007AD7.....
) Name: Andrew David Kirkwood
Title: Director

Executed as a deed by
BLUJAY SOLUTIONS B.V.
acting by

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DocuSigned by:

Ben de Vos

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Name: Benjamin de Vos
Title: Director

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Name: Andrew David Kirkwood
Title: Director

Executed as a deed by
BLUJAY SOLUTIONS B.V.
acting by

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) Name: Benjamin de Vos
Title: Director

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) Name: Andrew David Kirkwood
Title: Director

DocuSigned by:
Andrew Kirkwood
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Executed as a deed by
BLUJAY SOLUTIONS GMBH
acting by

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DocuSigned by:
Andrew Kirkwood

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Name: Andrew David Kirkwood
Title: Managing Director

Executed as a deed by
BLUJAY SOLUTIONS (GERMANY)
HOLDINGS GMBH
acting by

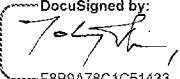
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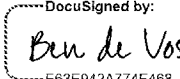
DocuSigned by:
Andrew Kirkwood

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Name: Andrew David Kirkwood
Title: Managing Director

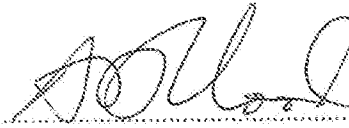
Executed as a deed by
BLUJAY SOLUTIONS A/S
acting by

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)F8B9A78C1C51433.....
) **Name: Johnny Hanberg Thøgersen**
Title: **Member of executive management**

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)E63E942A774E468.....
) **Name: Benjamin de Vos**
Title: **Vice-chairman of the board of directors**

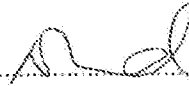
Executed and delivered as a deed in
accordance with Section 41B of the Companies
Act, Chapter 50 of Singapore
for and on behalf of
BLUJAY SOLUTIONS PTE. LTD.

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Name: Andrew David Kirkwood
Director

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Name: ELAINE KIRKWOOD
Witness 111 PINGHILL ROAD
CROWTHORNE
RG45 7JP
UK

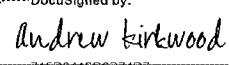
Executed as a deed by
**BLUJAY SOLUTIONS (AUSTRALIA) PTY
LTD** ACN 113 156 175 in accordance with
section 127 of the *Corporations Act 2001*:

DocuSigned by:


Director

Paul Soong

Name of director
(BLOCK LETTERS)

DocuSigned by:


Director

Andrew Kirkwood

Name of director
(BLOCK LETTERS)