

Dated 28 February **2019**

(1) LIGHTWAVERF PLC

(2) COMMITTED CAPITAL LIMITED

(3) COMMITTED CAPITAL FINANCIAL SERVICES LIMITED

(4) STOCKDALE SECURITIES LIMITED

RELATIONSHIP AGREEMENT



BPE Solicitors LLP

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THIS DEED is dated

28 February

2019

Parties

- (1) **LIGHTWAVERF PLC** incorporated and registered in England and Wales with company number 06690180 whose registered office is at Innovation Birmingham Campus, Aston Faraday Wharf, Holt Street, Birmingham B7 4BB (the **Company**).
- (2) **COMMITTED CAPITAL LIMITED** incorporated and registered in England and Wales with company number 04479415 whose registered office is at 148-150 Buckingham Palace Road, London SW1W 9TR and **COMMITTED CAPITAL FINANCIAL SERVICES LIMITED** incorporated and registered in England and Wales with company number 03810820 whose registered office is at 148-150 Buckingham Palace Road, London SW1W 9TR (the **Significant Shareholders**).
- (3) **STOCKDALE SECURITIES LIMITED** incorporated and registered in England and Wales with company number 00762818 whose registered office is at 100 Wood Street, London EC2V 7AN (the **Nomad**).

Background

- (A) The Significant Shareholders (or any one of them) have agreed to subscribe for the Conditional Subscription Shares through their nominees MNL Nominees Limited and Mainspring Nominees (8) Limited (the **Subscription**).
- (B) It is expected that Admission will occur not later than 8.00 a.m. on 30 April 2019.
- (C) Immediately following Admission, the Significant Shareholders will, together, be interested in (or capable of controlling the voting rights relating to) up to 36,444,314 Shares, representing up to 34.08% of the issued share capital of the Company.
- (D) The Nomad is the Company's nominated adviser and broker for the purposes of the AIM Rules.
- (E) The parties have agreed to enter into this Deed to manage the relationship between them to ensure that:
 - (a) the Company will at all times be capable of carrying on the Business independently of the Significant Shareholders and the members of the Shareholder Group; and
 - (b) all transactions and arrangements between (i) the Company; and (ii) the Significant Shareholders and the members of the Shareholder Group, will be at arm's length and on normal commercial terms.

Agreed terms

1. INTERPRETATION

1.1. The definitions and rules of interpretation in this clause 1 apply in this Deed.

Act: Companies Act 2006.

Admission: the admission of all of the Conditional Subscription Shares (or such number of the Conditional Subscription Shares as results in the Significant Shareholders together being interested in Voting Rights representing 30% or more of the rights to vote at a general meeting of the Company) to trading on AIM becoming effective in accordance with rule 6 of the AIM Rules.

AIM: a market operated by the Exchange.

AIM Rules: the AIM Rules for Companies as published by the Exchange from time to time.

Applicable Laws: the Act, FSMA, the AIM Rules, the Nomad Rules, the Takeover Code, the Market Abuse Regulation (EU 596/2014) and the QCA Code.

Articles: the articles of association of the Company as amended from time to time.

Associate: in relation to any party:

1.1.1. any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party; and

1.1.2. any person that Controls, is Controlled by or is under common Control with that party.

Board: the board of Directors from time to time.

Board Committee: a committee of the Board constituted from time to time.

Board Reserved Matter: a matter listed in Schedule 1.

Business: the business carried on by the Group, namely the design, development and manufacture of fully integrated home automation systems.

Business Day: a day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which dealings in domestic securities may take place on, and with the authority of, the Exchange.

Conditional Subscription Shares: 10,917,840 Shares.

Conditions: has the meaning given in clause 3.1.

Confidential Information: has the meaning given in clause 7.4.

Control: with respect to any person, the direct or indirect power to:

- 1.1.1. direct or cause the direction of the management and policies of such person;
- 1.1.2. elect a majority of the directors, partners or other persons exercising similar authority in respect of such person; or
- 1.1.3. direct or cause the direction of a voting interest of more than 50%,

Director: a director of the Company from time to time.

DTR: the rules made by the Financial Conduct Authority under section 73A(3) and (6) of FSMA and contained in the Disclosure Guidance and Transparency Rules sourcebook of the Financial Conduct Authority.

Exchange: London Stock Exchange plc.

FSMA: the Financial Services and Markets Act 2000.

Group: the Company and its subsidiaries from time to time. Each company in the Group is a member of the Group.

holding company: has the meaning given in clause 1.10.

Independent Director: a director who is at the relevant time considered by the Board to be independent, as determined by reference to the QCA Code.

interest: means an interest as interpreted in accordance with sections 820 to 824 of the Act (inclusive) and **interested:** shall be construed accordingly.

Nomad Rules: the AIM Rules for Nominated Advisers published by the Exchange from time to time.

Nominated Director: any Director nominated by the Significant Shareholders under clause 5 and appointed to the Board from time to time.

QCA Code: the Corporate Governance Code published by the Quoted Companies Alliance.

Representatives: has the meaning given in clause 7.4.

Shareholder: a holder of Shares.

Shares: the ordinary shares in the capital of the Company from time to time.

Shareholder Group: the Associates of the Significant Shareholders from time to time but excluding any member of the Group and **member of the Shareholder Group** shall be construed accordingly.

subsidiary: has the meaning given in clause 1.10.

Takeover Code: the City Code on Takeovers and Mergers.

Takeover Panel: the Panel on Takeovers and Mergers.

Voting Rights: all rights and powers (including, without limitation, voting rights) attaching to the Shares in which the Significant Shareholders, any member of the Shareholder Group or any of them is interested from time to time.

- 1.2. Clause, Schedule and paragraph headings shall not affect the interpretation of this Deed.
- 1.3. References to clauses and the Schedule are to the clauses and Schedule of this Deed and references to paragraphs are to paragraphs of the Schedule.
- 1.4. The Schedule forms part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedule.
- 1.5. A reference to **this Deed** or to any other agreement or document referred to in this Deed is a reference to this Deed or such other agreement or document as varied or novated in accordance with its terms from time to time.
- 1.6. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.10. A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Act. For the purposes only of the membership requirement contained in section 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of:
 - 1.10.1. another person (or its nominee) by way of security or in connection with the taking of security; or
 - 1.10.2. its nominee.
- 1.11. A reference to a **subsidiary undertaking** means a subsidiary undertaking as defined in section 1162 of the Act.
- 1.12. A reference to **writing** or **written** includes fax, and electronic PDF format document when sent by email, but not email alone.

- 1.13. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14. A reference to a statute, statutory provision, code, regulation or rule (including, without limitation, each of the Applicable Laws) is a reference to it as amended, extended, consolidated, replaced or re-enacted from time to time.
- 1.15. A reference to a legislative or regulatory provision, rule or code shall include all subordinate legislation, regulations, rules and codes made from time to time under that provision, rule or code.
- 1.16. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.17. A reference to the Significant Shareholders shall include a reference to each of them.
- 1.18. Unless expressly provided otherwise, the Significant Shareholders shall be jointly and severally liable for their obligations, undertakings and liabilities under this agreement.

2. ENTRY INTO FORCE

This Deed is conditional on Admission having occurred not later than 8.00 a.m. on 30 April 2019 or such later date as the parties may agree.

3. DURATION

- 3.1. Subject to clause 2, this Deed shall come into force on Admission and shall continue in full force and effect for so long as:
- 3.1.1. the Shares are admitted to trading on AIM (including for the purposes of this clause 3.1.1, any period of suspension of trading); and
 - 3.1.2. the Significant Shareholders individually or together with the Shareholder Group are interested in Voting Rights representing 30% or more of the rights to vote at a general meeting of the Company attaching to Shares,
- (together, the **Conditions**).

- 3.2. If any of the Conditions ceases to be satisfied, this Deed shall automatically terminate with immediate effect.
- 3.3. Termination of this Deed shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the deed which existed at or before the date of termination.
- 3.4. On termination of this Deed, clause 1 and clause 5 to clause 22 (inclusive) shall continue in force.

4. SIGNIFICANT SHAREHOLDER UNDERTAKINGS

- 4.1. The Significant Shareholders undertake to each of the Company and the Nomad that they shall exercise, or procure the exercise of, their Voting Rights and shall procure (so far as they are each properly able to do so) that each member of the Shareholder Group shall exercise their respective Voting Rights to procure (to the extent that they are able by the exercise of such rights to procure) that:
 - 4.1.1. the Group and the Business shall be managed for the benefit of the Shareholders as a whole;
 - 4.1.2. all transactions, agreements and arrangements between:
 - 4.1.2.1. any member of the Group; and
 - 4.1.2.2. the Significant Shareholders and any member of the Shareholder Group,shall be on an arm's length basis and on normal commercial terms;
 - 4.1.3. the Board shall at all times be comprised of at least one Independent Director;
 - 4.1.4. if an Independent Director ceases to be either an Independent Director or a Director, one or more new Independent Directors will be appointed to the Board as shall be necessary to ensure compliance with clause 4.1.3;
 - 4.1.5. the remuneration committee and audit committee established by the Board from time to time and any other corporate governance Board Committee shall be comprised of at least one Independent Director;
 - 4.1.6. the quorum for any meeting of the Board or a Board Committee to consider a Board Reserved Matter shall be three Directors of whom at least one shall be an Independent Director and the Nominated Director (except in the event that the Independent Director or/and the Nominated Director are conflicted when the quorum shall be three Directors excluding the conflicted Director);

- 4.1.7. subject to the Applicable Laws and the provisions of this Deed, the Company shall be managed in accordance with the QCA Code or any other corporate governance regime adopted by the Board from time to time; and
 - 4.1.8. the provisions of this Deed are properly and promptly observed and given full force and effect according to the spirit and intention of this Deed.
- 4.2. Each Significant Shareholder undertakes to each of the Company and the Nomad that it shall not and shall procure (so far as they are properly able to do so) that no member of the Shareholder Group shall:
- 4.2.1. take any action that would have the effect of preventing or might reasonably be expected to prevent any member of the Group from complying with its obligations under any of the Applicable Laws including, without limitation, AIM Rule 13;
 - 4.2.2. exercise its Voting Rights in respect of any resolution relating to a transaction, agreement or arrangement solely between the Company and any one or more of the Significant Shareholders or any member of the Shareholder Group; or
 - 4.2.3. exercise its Voting Rights to procure or seek to procure any amendment to the Articles which would be inconsistent with the provisions of this Deed.

5. NOMINATED DIRECTOR

- 5.1. For so long as the Significant Shareholders individually or together with one another or with the members of the Shareholder Group are interested in Voting Rights representing more than 10% of the rights to vote at a general meeting of the Company attaching to Shares, they shall, subject to this clause 5, be entitled to nominate one Director (a **Nominated Director**) for appointment to the Board. Any such nomination shall be made by giving notice in writing to the Company (copied to the Nomad) (a **Director Nomination Notice**). As at the date of this Deed, the parties agree that Steve Harris is the Nominated Director.
- 5.2. The Significant Shareholders may require the removal of a Nominated Director by giving notice in writing to the Company and the Director being removed (copied to the Nomad) (a **Director Removal Notice**). The Significant Shareholders shall indemnify and keep indemnified the Company against any claim connected with the removal of a Nominated Director from office.

- 5.3. The Significant Shareholders shall consult with the Company and the Nomad before issuing a Director Nomination Notice or a Director Removal Notice. The Significant Shareholders agree and acknowledge that the appointment or removal of a Nominated Director shall be subject to the prior written approval of the Nomad following all such due diligence as it deems appropriate in order to assess the ongoing appropriateness of the Company for admission to trading on AIM in accordance with the Nomad Rules.
- 5.4. Following receipt of a Director Nomination Notice or a Director Removal Notice and subject to receipt of the approval of the Nomad in accordance with clause 5.3, the Company shall seek to procure such appointment or removal of the Nominated Director in accordance with and subject to the Articles and Applicable Laws.

6. COMPANY UNDERTAKINGS

- 6.1. The Company undertakes to use its best endeavours to procure that the actions set out below are carried out in full consultation with the Nominated Director:
 - 6.1.1. approving or varying forecasts/budgets on an ongoing basis subject to Board approval; and
 - 6.1.2. applying for EIS approvals for the Significant Shareholders (and/or persons procured by the Significant Shareholders to subscribe for Conditional Subscription Shares) pursuant to the Subscription in a timely fashion.

7. CONFIDENTIALITY

- 7.1. Each party undertakes that it shall not, at any time, disclose to any person any Confidential Information, except as permitted by clause 7.2.
- 7.2. Each party may disclose another party's Confidential Information:
 - 7.2.1. to its Representatives who reasonably require such disclosure. Each party shall procure that its Representatives to whom it discloses another party's Confidential Information understand the confidential nature of the Confidential Information and comply with this clause 7;
 - 7.2.2. in compliance with any law, regulation or the rules of a governmental or regulatory authority or any relevant tax or value added tax authority or stock exchange (including, without limitation, the Exchange, the Financial Conduct Authority and the Takeover Panel); and
 - 7.2.3. as required by a court of competent jurisdiction.

- 7.3. Subject to the exceptions in clause 7.2, no party shall use or disclose another party's Confidential Information for any purpose other than to perform its obligations under this Deed.
- 7.4. For the purposes of this clause 7, **Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives or advisers (together its **Representatives**) to any other party and that party's Representatives whether before or after the date of this Deed, concerning any information that would be regarded as confidential by a reasonable business person relating to:
- 7.4.1. the business, affairs, customers, clients, suppliers or plans of the disclosing party (or of any Associate of the disclosing party); and
 - 7.4.2. the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any Associate of the disclosing party).
- 7.5. The provisions of this clause 7 shall not apply to any Confidential Information that:
- 7.5.1. is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or any of its Representatives in breach of this Deed);
 - 7.5.2. was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - 7.5.3. was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
 - 7.5.4. the parties agree in writing is not confidential or may be disclosed.

8. STATUS OF THE DEED

- 8.1. If there is any inconsistency between any of the provisions of this Deed and the Articles, the provisions of this Articles shall prevail as between the parties to the extent permitted by law and regulation.
- 8.2. For the avoidance of doubt, the obligations of each of the parties under this Deed shall be subject to all applicable legal and regulatory requirements including, without limitation, the Applicable Laws and no party shall be required to breach any such law, regulation, rule or code.

8.3. Nothing in this Deed shall prevent the Significant Shareholders or any member of the Shareholder Group from exercising their Voting Rights as they, in their discretion, see fit except where to do so would result in a breach of this Deed.

9. FURTHER ASSURANCE

The Significant Shareholders shall (at their own expense) promptly execute and deliver such documents and perform such acts as the Company and the Nomad may each reasonably require from time to time for the purpose of giving full effect to this Deed.

10. ASSIGNMENT

This Deed is personal to the parties and no party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Deed.

11. ENTIRE AGREEMENT

11.1. This Deed and the Articles constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter.

11.2. This Deed supersedes the subscription agreement relating to an issue of shares for cash in the Company dated 30 July 2015 and made between, amongst others, (1) the Company and (2) Committed Capital Financial Services Limited.

12. COUNTERPARTS

12.1. This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.

12.2. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

13. VARIATION AND WAIVER

13.1. No variation of this Deed shall be effective unless it is made by deed and signed and delivered by the parties (or their authorised representatives).

- 13.2. A waiver of any right or remedy under this Deed or by law is only effective if it is given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 13.3. A failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- 13.4. No single or partial exercise of such right or remedy provided under this Deed or by law shall prevent or restrict any further exercise of that or any other right or remedy.

14. COSTS

Except as expressly provided in this Deed, each party shall pay its own costs incurred in connection with the negotiation, preparation and execution of this Deed.

15. NO PARTNERSHIP OR AGENCY

- 15.1. Nothing in this Deed is intended to, or shall be deemed to, establish any partnership between the parties or constitute any party the agent of another party.
- 15.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

16. NOTICES AND CONSENTS

- 16.1. For the purposes of this clause 16, but subject to clause 16.7, notice includes any other communication and consent made or given by or to a party under or in connection with this Deed.
- 16.2. A notice given to a party under or in connection with this Deed:
 - 16.2.1. shall be in writing and in English;
 - 16.2.2. shall be sent to the relevant party for the attention of the contact and to the address specified in clause 16.3, or such other address as that party may notify to the other parties in accordance with the provisions of this clause 16.4;
 - 16.2.3. shall be:
 - 16.2.3.1. delivered by hand;

- 16.2.3.2. sent by pre-paid first class post or special delivery;
 - 16.2.3.3. sent by pre-paid airmail or by reputable international overnight courier (if the notice is to be served by post to an address outside the country from which it is sent);
 - 16.2.3.4. sent by fax; or
 - 16.2.3.5. sent in an electronic PDF format document via email; and
 - 16.2.4. unless proved otherwise is deemed received as set out in clause 16.5.
- 16.3. The addresses for services of notices are:
- 16.3.1. Company
 - 16.3.1.1. Address: Innovation Birmingham Campus, Aston Faraday Wharf, Holt Street, Birmingham B7 4BB
 - 16.3.1.2. For the attention of: Company Secretary
 - 16.3.2. Significant Shareholders
 - 16.3.2.1. Address: 148-150 Buckingham Palace Road, London SW1W 9TR
 - 16.3.2.2. For the attention of: Steve Harris
 - 16.3.3. Nomad
 - 16.3.3.1. Address: 100 Wood Street, London EC2V 7AN
 - 16.3.3.2. For the attention of: Tom Griffiths
- 16.4. A party may change its details for service of notices as specified in clause 16.3 by giving notice to the other parties, provided that the new address for service is an address in the UK following any change. Any change notified under this clause 16.4 shall take effect at 9.00 a.m. on the later of:
- 16.4.1. the date (if any) specified in the notice as the effective date for the change; or
 - 16.4.2. five Business Days after deemed receipt of the notice of change.
- 16.5. This clause 16.5 sets out the delivery methods for sending a notice to a party under this agreement and, for each delivery method, the date and time when the notice is deemed to have been received (provided that all other requirements of this clause have been satisfied and subject to the provisions in clause 16.6):
- 16.5.1. if delivered by hand, on signature of a delivery receipt or at a time the notice is left at the address;

- 16.5.2. if sent by pre-paid first class post or other next working day delivery services providing proof of postage or delivery at 9.00 a.m. on the second Business Day after posting or at the time recorded by the delivery services;
 - 16.5.3. if sent by pre-paid airmail providing proof of postage or delivery, at 9.00 a.m. on the fifth Business Day after posting or at the time recorded by the delivery service;
 - 16.5.4. if sent by fax, by 9.00 a.m. on the Business Day following the date on which the fax was sent; or
 - 16.5.5. if sent in an electronic PDF format document via email, by 9.00 a.m. on the Business Day following the date of the email being sent.
- 16.6. If deemed receipt under clause 16.5 would occur outside business hours in the place of receipt, it shall be deferred until business hours resumes. In this clause 16.6, business hours means 9.00 a.m. to 5.00 p.m. Monday to Friday on a day that is not a public holiday in the place of receipt.
- 16.7. This clause 16 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 16.8. A notice given under or in connection with this Deed is not valid if sent by email, except where the email contains the notice in an electronic PDF document that is attached in the email.

17. SEVERANCE

- 17.1. If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Deed.
- 17.2. If any provision or part-provision of this Deed is deemed deleted under clause 17.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision. Any such amendment will be made in accordance with clause 13.

18. THIRD PARTY RIGHTS

No one other than a party to this Deed shall have any right to enforce any of its terms.

19. INADEQUACY OF DAMAGES

Without prejudice to any other rights or remedies that the Company may have, the Significant Shareholders acknowledge and agree that damages alone would not be an adequate remedy for any breach of the terms of clause 4 to clause 7 (inclusive) by the Significant Shareholders or a member of the Shareholder Group. Accordingly, the Company shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of clause 4 to clause 7 (inclusive) of this Deed.

20. RIGHTS AND REMEDIES

Except as expressly provided in this Deed, the rights and remedies provided under this Deed are in addition to, and not exclusive of, any rights or remedies provided by law.

21. GOVERNING LAW

This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

22. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

This deed has been entered into on the date stated at the beginning of it.

Schedule 1

Board Reserved Matters

1. AGREEMENTS AND ARRANGEMENTS

- 1.1. Any variation, amendment or novation of any agreement or arrangement with the Significant Shareholders or any member of the Shareholder Group, including, without limitation, this Deed.
- 1.2. Any decision as to whether to enforce any agreement or arrangement with the Significant Shareholders or any member of the Shareholder Group, including, without limitation, this Deed.

2. CORPORATE GOVERNANCE

- 2.1. Any decision to cease managing the Company in accordance with the QCA Code and/or the adoption, amendment, replacement or abandonment of the corporate governance regime adopted by the Company from time to time.
- 2.2. The adoption, amendment, replacement or abandonment of the terms of reference for any Board Committee.


3. DIRECTORS


- 3.1. The appointment or removal of a Director.
- 3.2. Any recommendation given by the Board relating to the appointment or removal of a Director.

4. ADVISERS

- 4.1. The appointment or dismissal of the Nomad or the auditors to the Group.

Executed as a deed by **LIGHTWAVERF PLC** acting by Mr K Edwards....., a director, in the presence of:


.....
Director


.....
(Witness signature)

..... Mr I K Brewis.....
(Witness name)

..... 21 Churchhill drive , KT13 9 HE.....
(Witness address)

..... IT Consultant.....
.....
(Witness occupation)

Executed as a deed by **COMMITTED CAPITAL LIMITED** acting by a director, in the presence of:

.....
Director

.....
(Witness signature)

.....
(Witness name)

.....
(Witness address)

.....
(Witness occupation)

Executed as a deed by **LIGHTWAVERF PLC** acting by, a director, in the presence of:

.....
Director

.....
(Witness signature)

.....
(Witness name)

.....
(Witness address)

.....

.....
(Witness occupation)

Executed as a deed by **COMMITTED CAPITAL LIMITED** acting by **STEVEN A HARRIS**, a director, in the presence of:


.....
Director


.....
(Witness signature)

ELSE HERFORTH THOMSON
.....
(Witness name)

31 Brodnick Rd, London SW17 7DX
.....
(Witness address)

CHARTERED ACCOUNTANT
.....

.....
(Witness occupation)

Executed as a deed by **COMMITTED CAPITAL FINANCIAL SERVICES LIMITED** acting by SEVEN A. HARRIS, a director, in the presence of:

S.A. Harris
Director

E. Thomson
(Witness signature)

ESE THOMSON
(Witness name)

39 BRODRICK RD, LONDON SW17 7DX
(Witness address)

CHARTERED ACCOUNTANT.

.....
(Witness occupation)

Executed as a deed by **STOCKDALE SECURITIES LIMITED** acting by, a director, in the presence of:

.....
Director

.....
(Witness signature)

.....
(Witness name)

.....
(Witness address)

.....

.....
(Witness occupation)

Executed as a deed by **COMMITTED CAPITAL FINANCIAL SERVICES LIMITED** acting by, a director, in the presence of:

.....
Director

.....
(Witness signature)

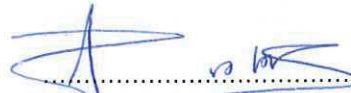
.....
(Witness name)

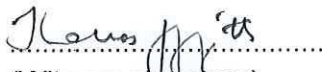
.....
(Witness address)


.....


.....
(Witness occupation)

Executed as a deed by **STOCKDALE SECURITIES LIMITED** acting by, a director, in the presence of:



.....
Director


(Witness signature)


(Witness name)


(Witness address)

.....


(Witness occupation)